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A COLLECTION OF

TREATIES, ENGAGEMENTS AND SANADS

RELATING TO INDIA AND NEIGHBOURING COUNTRIES

COMPILED BY

C. U. AITCHISON, B.C.S.

UNDER-SECRETARY TO THE GOVERNMENT OF INDIA IN THE FOREIGN DEPARTMENT

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VOL. I

CONTAINING

THE TREATIES, &c., RELATING TO THE UNITED PROVINCES, OUDH, BENGAL, AND THE CENTRAL PROVINCES

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CONTENTS.

PART I.

TREATIES, ENGAGEMENTS, AND SANADS RELATING TO THE STATES IN THE UNITED PROVINCES OF AGRA AND OUDH.

I.—RAMPUR.

	PAGE.
NARRATIVE	1
TREATIES, ETC., No.	
I.—Treaty of offensive and defensive alliance concluded between Nawab Shuja-ud-Daula and the Rohilla Chiefs, dated 13th June 1772	6
Agreement executed by Hafiz Rahmat Khan for the payment of forty lakhs of rupees to the Nawab Wazir .	6
II.—Treaty executed by Nawab Shuja-ud-Daula Bahadur, conferring the territory of Rampur on Faizulla Khan, 1774	7
Agreement executed by Faizulla Khan, engaging to render military service to the Nawab Wazir, 1774 .	8
III.—Translation of a writing given by Major Palmer to Nawab Faizulla Khan, commuting his military service to the Nawab Wazir to a money payment, dated 17th February 1783	8
IV.—Preliminary engagement on the cessation of hostilities between the Nawab Wazir and the Rohilla tribe, dated 29th November 1794	10
V.—Engagement executed by the Nawab Wazir on the restoration of the Rampur State to Nawab Ahmad Ali Khan, dated 13th December 1794 . . .	11
Engagement executed by Nawab Ahmad Ali Khan on the restoration of the Rampur Jagir, dated 30th December 1794	14
Deed of acknowledgment executed by the Nawab Wazir regarding the British guarantee to the Rohilla Chief, dated 30th December 1794	16
Paper of Requests submitted by Nasrulla Khan regarding the Rohilla family	17
VI.—Engagement executed by Muhammad Said Khan on his accession to the masnad of Rampur, dated 21st August 1840	20
VII.—Agreement of Muhammad Yusuf Ali Khan on his accession to the masnad of Rampur, dated 10th April 1855 .	21
VIII.—Sanad conferring certain villages on the Nawab of Rampur, dated 23rd June 1860	21

I.—RAMPUR—*concluded.*

PAGE.

TREATIES, ETC., No.

List of the villages in Bareilly 23

List of the villages in Moradabad 26

Kharita from the Nawab of Rampur, engaging to respect the proprietary rights of zamindars 26

IX.—Letter from the Nawab of Rampur regarding exchange of villages, dated 22nd March 1864 27

X.—Letter from the Nawab of Rampur, engaging to cede lands for railway purposes, dated 7th June 1864 . . 27

XI.—Letter from the Nawab of Rampur, engaging to exempt from duty all traffic passing through his territory, dated 23rd December 1864 28

XII.—Adoption Sanad granted to the Nawab of Rampur, dated 11th March 1862 28

XIII.—Agreement executed by Nawab Muhammad Kalb Ali Khan on his accession to the masnad of Rampur, dated 10th June 1865 29

XIV.—Agreement executed by Muhammad Mushtak Ali Khan on his accession to the masnad of Rampur, dated 25th March 1887 29

XV.—Agreement executed by Muhammad Hamid Ali Khan on his accession to the masnad of Rampur, dated 1st June 1896 29

XVI.—Agreement executed by the Nawab of Rampur, for the effective control and discipline of the Rampur Imperial Service troops when serving beyond the frontier of the State, dated 16th March 1899 . . . 30

XVII.—Agreement executed by the Nawab of Rampur ceding jurisdiction over the portions of the Bareilly-Rampur-Moradabad railway lying within the limits of his State, dated 13th September 1899 . . . 31

II.—GARHWAL OR TEHRI.

NARRATIVE 32

TREATIES, ETC., No.

XVIII.—Sanad granted to Raja Sudarshan Sah, conferring on him the territory of Garhwal, dated 4th March 1820 34

XIX.—Sanad granted to Raja Bhawani Singh on his accession to the Raj of Garhwal, dated 6th September 1859 34

XX.—Adoption Sanad granted to the Raja of Garhwal, dated 11th March 1862 35

XXI.—Agreement executed by the Raja leasing the forests of Garhwal to the British Government, dated 2nd October 1865 35

XXII.—Renewed lease of Tehri forests executed in 1885 . 37

XXIII.—Renewed lease of the Tehri forests executed in 1904 40

II.—GARHWAL OR TEHRI—*concluded.*

PAGE.

TREATIES, ETC., No.

XXIV.—Lease of the Tehri Chir Forests to the British Government, dated 6th June 1895 43

III.—FARRUKHABAD.

NARRATIVE 49

TREATIES, ETC., No.

XXV.—Treaty executed by the Nawab, ceding in perpetual sovereignty the province of Farrukhabad to the British Government, dated 4th June 1802 . 51

IV.—BENARES.

NARRATIVE 54

TREATIES, ETC., No.

XXVI.—Agreement of Nawab Shuja-ud-Daula, conferring on Raja Chait Singh the zamindari of Benares, dated 6th September 1773 57

Patta given by Nawab Shuja-ud-Daula to Raja Chait Singh for the zamindari of Benares, dated 22nd November 1770 57

British guarantee of protection to Raja Chait Sing . 58

XXVII.—Sanad granted to Raja Chait Singh, conferring on him the zamindari of Benares, dated 15th April 1776 . 59

Agreement executed by Raja Chait Singh for the zamindari of Benares, dated 15th April 1776 . . 61

Agreement of Raja Chait Singh for levy of duties at Benares 62

XXVIII.—Patta granted to Raja Mahip Narayan, conferring on him the zamindari of Benares, dated 14th September 1781 63

Engagement of Raja Mahip Narayan for the zamindari of Benares, dated 14th September 1781 . . 65

Agreement of Raja Mahip Narayan for the payment of arrears of tribute 66

Paper of Requests submitted by Raja Mahip Narayan regarding the zamindari of Benares . . 67

XXIX.—Sanad granted to Raja Mahip Narayan for the zamindari of Benares, Ghazipur, Chunar, etc., dated 14th September 1781 68

XXX.—Engagement of Raja Mahip Narayan accepting a money payment in commutation of his zamindari rights in the province of Benares, dated 27th October 1794 72

XXXI.—Sanad granted to Raja Udit Narayan Singh on his succession to the zamindari of Benares, dated 30th September 1796 74

XXXII.—Sanad granted to Raja Ishwari Prasad Narayan Singh on his succession to the zamindari of Benares, dated 29th July 1835 75

XXXIII.—Adoption Sanad granted to the Maharaja of Benares, dated 11th March 1862 76

PART II.

TREATIES, ENGAGEMENTS, AND SANADS RELATING TO OUDH.

PAGE.

NARRATIVE 77

TREATIES, ETC., No.

XXXIV.—Treaty of friendship and alliance concluded with Nawab Shuja-ud-Daula, dated 16th August 1765 . . 89

XXXV.—Treaty executed by the Nawab Wazir Shuja-ud-Daula, engaging to limit the strength of his army, dated 29th November 1768 92

XXXVI.—Agreement of Nawab Shuja-ud-Daula, permitting British troops to garrison the fort of Chunar, dated 20th March 1772 93

XXXVII.—Agreement of Nawab Shuja-ud-Daula, permitting British troops to garrison the fort of Allahabad, dated 20th March 1772 94

XXXVIII.—Treaty entered into by the Nawab Wazir Shuja-ud-Daula on the restoration of Kora and Allahabad, dated 7th September 1773 95

XXXIX.—Treaty executed by Nawab Asaf-ud-Daula on his accession to the masnad of Oudh, dated 21st May 1775 . 97

Agreement executed by Nawab Asaf-ud-Daula, ceding the possessions of Raja Chait Singh to the British Government, dated 21st May 1775 . . 99

Agreement executed by Nawab Asaf-ud-Daula for the payment of arrears of the subsidy for troops, dated 21st May 1775 100

XL.—Agreement executed by Nawab Asaf-ud-Daula for maintaining the Bahu Begam in her jagir and property, dated 15th October 1775 . . . 100

British Guarantee to the preceding agreement, dated 15th October 1775 102

XLI.—Treaty with the Nawab Asaf-ud-Daula on the withdrawal of British troops, dated 19th September 1781 . 102

Agreement of the Nawab Asaf-ud-Daula for regulating his expenses 104

XLII.—Agreement with Nawab Asaf-ud-Daula for the payment of fifty lakhs as subsidy to the British Government, dated 21st July 1787 105

XLIII.—Treaty of Commerce concluded with Nawab Asaf-ud-Daula, dated 1788 112

XLIV.—Agreement of the Nawab Wazir for the payment of an additional subsidy, dated 20th March 1797 . 117

XLV.—Agreement of Nawab Saadat Ali Khan on his accession to the masnad of Oudh, dated 21st February 1798 118

OUDH—*continued.*

TREATIES, ETC., No. PAGE.

XLVI.—Agreement of Nawab Saadat Ali Khan granting the Bahu Begam certain jagirs in Gonda and Fyzabad, dated 7th February 1798 122

XLVII.—Treaty with the Nawab Wazir of Oudh for the cession of territory in commutation of the annual subsidy paid to the British Government, dated 10th November 1801 123

XLVIII.—Memorandum of conference with the Nawab Wazir for regulating British intercourse with Oudh, 1802 . 127

XLIX.—Treaty with the Nawab Wazir of Oudh for the adjustment of river boundary disputes, dated 14th January 1812 135

L.—Engagement of Nawab Ghazi-ud-Din Haidar on his accession to the masnad of Oudh, dated 12th July 1814 . 137

Engagement of the British Government guaranteeing the above, dated 3rd August 1814 . . . 138

LI.—Deed of Deposit executed by the Bahu Begam, 1813 . 139

Schedule of the contents of the treasury and apartments in the Palace of the Bahu Begam . . 141

Obligation of Darab Ali Khan for the delivery of the Bahu Begam's treasure, received the 25th July 1813 143

List of pensioners 144

List of pensioners of the Khas Mahal . . . 147

Letter addressed to the Bahu Begam guaranteeing the payment of pensions, dated 29th October 1813 . 148

Engagement given to the Bahu Begam for the disposal of her personal property, dated 29th October 1813 . 149

Letter addressed to the Nawab Rifat-ud-Daula regarding the arrangements concluded with the Bahu Begam, dated 19th July 1814 149

Letter from the Nawab Wazir engaging to respect the will of the Bahu Begam, received 4th August 1814 151

LII.—Letter from the Nawab Wazir regarding the pensions of Tayuba Begam and Ramzan Ali from the 1st Oudh Loan, dated 28th November 1814 . . . 152

List of pensioners payable from the 1st Oudh Loan . 153

Acknowledgment for the loan of fifty-eight lakhs and fifty thousand rupees, dated 2nd January 1815 . . 154

LIII.—Treaty with the Nawab Wazir on the transfer of Khairigarh and Tarai lands to Oudh, dated 1st May 1816 155

LIV.—Treaty with the Nawab Wazir regarding a loan of a crore of rupees, dated 17th August 1825 . . . 157

LV.—Treaty with Nasr-ud-Din Haidar respecting a sum of money advanced as a loan, dated 1st March 1829 . . 159

LVI.—Deed of Deposit in favour of the poor of Lucknow, dated 12th December 1833 161

LVII.—Treaty with Muhammad Ali Shah for the payment of a subsidiary force, dated 11th September 1837 . 162

OUDH—*concluded.*

PAGE.

TREATIES, ETC., No.

LVIII.—Deed of engagement for a perpetual loan of seventeen lakhs, dated 22nd November 1838 . . . 166

LIX.—Deed of Trust for twelve lakhs of rupees, dated 23rd November 1839 168

LX.—Deed of Trust in favour of the hosiptal established at Lucknow, dated 26th January 1840 171

PART III.

TREATIES, ENGAGEMENTS, AND SANADS RELATING TO THE TERRITORIES COMPRISED WITHIN, OR IN POLITICAL RELATION WITH, THE LIEUTENANT-GOVERNORSHIP OF BENGAL.

I.—BENGAL.

PAGE.

NARRATIVE 173

TREATIES, ETC., No.

LXI.—Treaty of friendship with Nawab Siraj-ud-Daula, dated 9th February 1757 181

Agreement of the Company signed by the Governor and Committee, dated 9th February 1757. . 183

Parwanas and Dastaks granted by Nawab Siraj-ud-Daula giving effect to the treaty of 1757, dated 31st March 1757 183

Parwana granted by Nawab Siraj-ud-Daula for establishing a mint at Calcutta 184

LXII.—Agreement of offensive and defensive alliance with Nawab Siraj-ud-Daula, dated 12th February 1757. 185

LXIII.—Treaty of friendship and alliance with Nawab Mir Jafar Ali, 1757 185

General sanad under the seal of Mir Jafar Ali exempting the English Company from the payment of duties, dated 15th July 1757 187

Parwana granted to the English Company for the privilege of coining specie 188

Parwana granted to the English Company for taking possession of the lands ceded to them . . . 188

Parwana for the purchase of saltpetre of Behar . 190

Sanad for the Zamindari of the Company's lands . 191

LXIV.—Convention with the Dutch, dated 8th December 1759 201

LXV.—Agreement between Nawab Mir Jafar Ali and the Dutch guaranteed by the English Company, dated 23rd August 1760 209

LXVI.—Treaty with Nawab Mir Kasim Ali Khan for the deposal of Mir Jafar Ali, dated 27th September 1760 214

Sanad granted by Mir Kasim Ali Khan for the transfer of Bardwan, Midnapur, and Chittagong to the English 216

Sanad granted by Mir Kasim Ali Khan for the purchase of lime at Sylhet by the English . . . 217

I.—BENGAL - *continued.*

TREATIES, ETC., No. PAGE

LXVII.—Treaty with Mir Jafar Ali Khan on his restoration to the Nizamat, dated 10th July 1763 . . . 217

Demands made on the part of Mir Jafar Ali Khan and agreed to by the Council 220

LXVIII.—Agreement of Mir Jafar Ali Khan for the payment of five lakhs towards the expenses of the war carried on against the Nawab Wazir of Oudh, dated 16th September 1764 . . . 221

LXIX.—Treaty with Nawab Najm-ud-Daula on his accession to the Nizamat, dated 20th February 1765 . 222

LXX.—Farman of Shah Alam conferring on the English the Diwani of Bengal, Behar, and Orissa, dated 12th August 1765 225

Farman from King Shah Alam for the Diwani of the province of Bengal, dated 12th August 1765 . 227

Farman of Shah Alam confirming the grants of Bardwan and the rest of the possessions of the English in Bengal, dated 12th August 1765 . . . 228

Agreement guaranteeing payment to Shah Alam of 26 lakhs annually, dated 19th August 1765 . . 229

Agreement executed by Nawab Najm-ud-Daula regarding the expenses of the Nizamat, dated 30th September 1765 229

LXXI.—Treaty with the Nawab Saif-ud-Daula on his accession to the Nizamat, dated 19th May 1766 . . . 230

LXXII.—Treaty with Nawab Mubarak-ud-Daula on his accession to the Nizamat, dated 21st March 1770 . 232

LXXIII.—Deed restoring Chinsura to the Dutch, dated 15th September 1817 233

LXXIV.—Agreement with the Dutch for the purchase of Baranagar, dated 20th September 1817 . . . 235

LXXV.—Treaty with the Netherlands respecting their territory and commerce in the East Indies, dated 17th March 1824 236

LXXVI.—Deed for the transfer of Chinsura to the English, dated 7th May 1825 243

LXXVII.—Deed for the transfer of the Netherlands possessions at Falta to the British, dated 18th May 1825 . . 244

LXXVIII.—Deed for the transfer of the Netherlands possessions at Kalkapur to the English, dated 1st June 1825 . 245

LXXIX.—Deed for the transfer of the Netherlands possessions at Balasor to the English, dated 4th June 1825 . 247

LXXX.—Deed for the transfer of the Netherlands possessions at Dacca to the English, dated 14th June 1825 . 248

LXXXI.—Deed executed on the restoration of Serampur to the Crown of Denmark, dated 15th December 1815 . 249

LXXXII.—Treaty with Denmark for the transfer of the Danish Settlements on the Continent of India to the English, dated 22nd February 1845 . . . 250

I.—BENGAL—*concluded.*

PAGE.

TREATIES, ETC., No.

LXXXIII.—Convention concluded between Great Britain and France for regulating the supply of salt for the French Settlements in India, dated 7th March 1815. 255

LXXXIV.—Convention concluded between the Governments of Madras and Pondicherry, regarding the discontinuance of the manufacture of salt in the French possessions in India during the continuance of the East India Company's Charter, etc., dated 13th May 1818 261

LXXXV.—Renewal of the Convention of 1818, dated 1st June 1837 263

LXXXVI.—Convention with the French Government of Chandarnagar regarding compensation for the supply of salt, dated 5th July 1839 265

LXXXVII.—Agreement with the French Government regarding the limits of the Settlement of Chandarnagar, dated 31st March 1853 268

Propositions of the commissioners for the settlement of the boundaries of Chandarnagar, dated 4th September 1852 270

Schedule of villages 274

LXXXVIII.—Convention with the French Government of Chandarnagar regarding the conversion into an annual payment of the rights in connection with the opium trade reserved to the French Government by the 6th Article of the Convention of 1815, dated 16th July 1884 278

LXXXIX.—Renewal of the Opium Convention of the 16th July 1884, dated 27th December 1893 279

XC.—Renewal of the Opium Convention of the 16th July 1884, dated 18th March 1905 283

II.—KUCH BEHAR.

NARRATIVE 287

TREATIES, ETC., No.

XCI.—Treaty of allegiance executed by Raja Dharendra Narayan, dated 5th April 1773 292

XCII.—Sanad conferring the Zamindari of Kuch Behar on Raja Dhairjendra Narayan, dated 17th February 1776 293

XCIII.—Sanad granting the privilege of adoption to the Raja of Kuch Behar, dated 11th March 1862 . . . 294

XCIV.—Agreement between the Secretary of State for India, and His Highness the Maharaja of Kuch Behar, for the working of the Kuch Behar State Railway by the Eastern Bengal State Railway Administration, 1903 294

XCV.—Agreement entered into by the Maharaja of Kuch Behar, regarding the cession of jurisdiction over the lands required in the Kuch Behar State for the Bengal-Duars Railway, dated 20th June 1899 . . 296

II.—KUCH BEHAR—*concluded.*

PAGE.

TREATIES, ETC., No.

XCVI.—Agreement entered into by the Maharaja of Kuch Behar, regarding the cession of jurisdiction over the lands required in the Kuch Behar State for the Eastern Bengal State Railway, dated 26th February 1901 297

III.—TRIBUTARY AND FEUDATORY STATES OF ORISSA.

NARRATIVE 298

TREATIES, ETC., No.

XCVII.—Engagement of loyalty and submission executed by the Chief of Kanika, dated 22nd November 1803 . 314

Similar engagements executed by the Rajas of Athgarh, Baramba, Narsinghpur, Jormu, Talcher, Tigaria, Hindol, Khandpara, Dhankanal, Ranpur, Nayagarh, Nilgiri, etc., etc. 315

XCVIII.—Kaulnama granted by the Honourable East India Company's Commissioners to the Raja of Kanika, 1803 316

Similar acknowledgments granted to the Rajas of Narsinghpur, Tigaria, Dhankanal, Ranpur, Baramba, Khandpara, Nayagarh, Talcher, Athgarh, Nilgiri, Hindol, Daspalla and Jormu and ten others 316

XCIX.—Engagement executed by the Chief of Narsinghpur for the prevention of Sati, dated 14th April 1842 . 317

Similar engagements executed by the Chiefs of Nayagarh, Baramba, Hindol, Ranpur, Angul, Daspalla, Jormu, Athgarh, Tigaria, Bod, Talcher, Dhankanal, Nilgiri, Morbhanj, Keunjhar, Athmallik and Pal Lahara 317

C.—Sanad of adoption granted to the Chiefs of the tributary and feudatory States of Orissa, dated 11th March 1862 318

CI.—Sanad conferring the title of "Raja" on the Chiefs of the tributary and feudatory States of Orissa, dated 21st May 1874 318

CII.—Sanad granted to the Chief of Athgarh, defining his status, powers, and position with reference to the British Government, 1894 319

CIII.—Sanad granted to the Chief of Athmallik, defining his status, powers, and position with reference to the British Government, 1894 321

CIV.—Sanad granted to the Chief of Baramba, defining his status, powers, and position with reference to the British Government, 1894 322

CV.—Sanad granted to the Chief of Bod, defining his status, powers, and position with reference to the British Government, 1894 323

CVI.—Sanad granted to the Chief of Daspalla, defining his status, powers, and position with reference to the British Government, 1894 324

III.—TRIBUTARY AND FEUDATORY STATES OF ORISSA—*continued.* PAGE.

TREATIES, ETC., No.

CVII.—Sanad granted to the Chief of Dhankanal, defining his status, powers, and position with reference to the British Government, 1894 325

CVIII.—Sanad granted to the Chief of Hindol, defining his status, powers, and position with reference to the British Government, 1894 326

CIX.—Sanad granted to the Chief of Keunjhar defining his status, powers, and position with reference to the British Government, 1894 327

CX.—Sanad granted to the Chief of Khandpara, defining his status, powers, and position with reference to the British Government, 1894 328

CXI.—Sanad granted to the Chief of Morbhanj, defining his status, powers, and position with reference to the British Government, 1894 329

CXII.—Sanad granted to the Chief of Narsinghpur, defining his status, powers, and position with reference to the British Government, 1894 330

CXIII.—Sanad granted to the Chief of Nayagarh, defining his status, powers, and position with reference to the British Government, 1894 331

CXIV.—Sanad granted to the Chief of Nilgiri, defining his status, powers, and position with reference to the British Government, 1894 332

CXV.—Sanad granted to the Chief of Pal Lahara, defining his status, powers, and position with reference to the British Government, 1894 333

CXVI.—Sanad granted to the Chief of Ranpur, defining his status, powers, and position with reference to the British Government, 1894 334

CXVII.—Sanad granted to the Chief of Talcher, defining his status, powers, and position with reference to the British Government, 1894 335

CXVIII.—Sanad granted to the Chief of Tigaria, defining his status, powers, and position with reference to the British Government, 1894 336

CXIX.—Engagement of loyalty and submission executed by the Chief of Bod and Athmallik, dated 3rd March 1804 337

CXX.—Counter-engagement given to the Chief of Bod and Athmallik, dated 3rd March 1804 . . . 338

CXXI.—Kabuliat executed by the Sawant of Athmallik, dated 30th May 1819 338

CXXII.—Renewal of the settlement of the Athmallik State, made in 1819, in 1875 339

CXXIII.—Kabuliat executed by the Chief of Bod, dated November 1821 340

CXXIV.—Agreement executed by the Chief of Bod, accepting the obligation of certain police and judicial duties within his State, dated 17th February 1827 . 340

III.—TRIBUTARY AND FEUDATORY STATES OF ORISSA—*continued.* PAGE.

TREATIES, ETC., No.

CXXV.—Renewal of the Settlement of the Bod State, made in 1819, in 1875 341

CXXVI.—Engagement of loyalty and submission executed by the Chief of Daspalla 342

CXXVII.—Kaulnama granted to the Chief of Daspalla . . . 343

CXXVIII.—Engagement of loyalty and submission executed by the Chief of Keunjhar, 1804 344

CXXIX.—Counter-engagement given to the Chief of Keunjhar, dated 16th December 1804 345

CXXX.—Sanad granted to the Chief of Keunjhar, defining his status, powers, and position with reference to the British Government, 1898 346

CXXXI.—Engagement of loyalty and submission executed by the Chief of Morbhanj, 1829 348

CXXXII.—Engagement of loyalty and submission executed by the Chief of Nilgiri, 1833 349

CXXXIII.—Sanad granted to the Chief of Pal Lahara, defining his status, powers, and position with reference to the British Government, 1898 350

CXXXIV.—Sanad granted to the Chief of Bonai, renewing the Settlement of 1819, dated 24th December 1875 . . 351

CXXXV.—Sanad granted to the Chief of Gangpur, renewing the Settlement of 1819, dated 3rd March 1876 . . 352

CXXXVI.—Sanad granted to the Chief of Bonai, defining his status, powers, and position with reference to the British Government, dated 11th April 1899 352

CXXXVII.—Sanad granted to the Chief of Gangpur, defining his status, powers, and position with reference to the British Government, dated 8th March 1899 . . 354

CXXXVIII.—Sanad granted to the Chief of Bonai, defining his status, powers, and position with reference to the British Government, dated 23rd December 1905 . 355

CXXXIX.—Sanad granted to the Chief of Gangpur, defining his status, powers, and position with reference to the British Government, dated 23rd December 1905 . 357

CXL.—Sanad of adoption granted to the Raja of Bamra, dated 20th May 1865 358

Similar Sanads granted to the Chiefs of Kalahandi, Patna, and Sonpur 358

CXLI.—Sanad of adoption granted to the Chief of Rairakhol, dated 23rd May 1866 358

CXLII.—Sanad granted to the Chiefs of Rairakhol, Bamra, Sonpur, Kalahandi, and Patna, defining their status as Feudatory Chiefs, dated 4th September 1867 . 359

CXLIII.—Sanad granted to the Chief of Bamra, defining his status, powers, and position with reference to the British Government, dated 23rd December 1905 . 360

CXLIV.—Sanad granted to the Chief of Kalahandi, defining his status, powers, and position with reference to the British Government, dated 23rd December 1905 . 362

III.—TRIBUTARY AND FEUDATORY STATES OF ORISSA—*concluded.* PAGE.

TREATIES, ETC., No.

CXLV.—Sanad granted to the Chief of Patna, defining his status, powers, and position with reference to the British Government, dated 23rd December 1905 . . 363

CXLVI.—Sanad granted to the Chief of Rairakhol, defining his status, powers, and position with reference to the British Government, dated 23rd December 1905 . 364

CXLVII.—Sanad granted to the Chief of Sonpur, defining his status, powers, and position with reference to the British Government, dated 23rd December 1905 . 365

CXLVIII.—Agreement executed by the Chief of Bamra, regarding the cession of land in the Bamra State, with the jurisdiction thereon, required for the Bengal-Nagpur Railway, 1891 366

IV.—POLITICAL STATES OF CHOTA NAGPUR.

NARRATIVE 367

TREATIES, ETC., No.

CXLIX.—Kabuliat of the Raja of Porahat regarding feudal submission, dated 1st February 1820 . . . 370

Patta granted to the Raja of Porahat, dated 1st February 1820 370

CL.—Indenture relating to the grant of the Zamindari of Porahat to Kumar Narpat Singh, 1895 . . 370

CLI.—Sanad granted to the Raja of Saraikala, granting him a part of the estate of the Raja of Singhbhum, dated 31st May 1860 375

CLII.—Sanad granted to the Chief of Saraikala, defining his status, powers, and position with reference to the British Government, dated 8th March 1899 . . 377

CLIII.—Sanad granted to the Thakur of Kharsawan, granting him a part of the estate of the Raja of Singhbhum, dated 31st May 1860 378

CLIV.—Sanad granted to the Chief of Kharsawan, defining his status, powers, and position with reference to the British Government, dated 8th March 1899 . 380

CLV.—Agreement of the Larka Kols promising loyalty and obedience, 1821 381

CLVI.—Sanad granted to Raoria Manki of Kausilaposi, regarding the police duties of his ilaka, dated 10th December 1838 381

Patta granted to Raoria Manki of Kausilaposi, appointing him Manki of his ilaka, dated 19th March 1839. 382

PART IV.

TREATIES, ENGAGEMENTS, AND SANADS RELATING TO THE CENTRAL PROVINCES.

I.—NAGPUR.

PAGE.

NARRATIVE 383

TREATIES, ETC., No.

CLVII.—Treaty of alliance with Madhoji Bhonsla against Haidar Ali, dated 1781 414

CLVIII. —Treaty with Madhoji for the cession of the province of Cuttack, dated 17th December 1803 . . 415

CLIX.—Treaty with Raghuji Bhonsla on the restitution of the provinces of Sambalpur and Patna, dated 24th August 1806 417

CLX.—Treaty with Maharaja Parsoji Bhonsla for subsidising a British force, dated 27th May 1816 . . . 419

CLXI.—Provisional agreement with Madhoji Bhonsla on his assigning territory for the payment of the subsidiary force, dated 6th January 1818 . . . 424

CLXII.—Treaty with Raghuji Bhonsla for the cession of territory for payment of the subsidiary force, dated 1st December 1826 . . . 425

Schedule of cessions to the British Government . 431

CLXIII.—Treaty with Raghuji Bhonsla on the restoration of the ceded districts, dated 26th December 1829 . . 434

CLXIV.—Specimen of sanad granted to the Zamindars of Nimar for the payment of their quit-rent, 1865 . . 436

CLXV.—Specimen of sanad granted to the Zamindars of Nimar respecting their cash perquisites 437

II.—CHIEFSHIPS AND ZAMINDARIS.

NARRATIVE 387

TREATIES, ETC., No.

CLXVI.—Specimen engagements executed and statements of tributes payable by the Zamindars of Chhattisgarh, Chanda and Deogarh, dated 17th February 1821 . 437 to 442

CLXVII.—Engagement executed by the Chief of Raigarh for the payment of his tribute, dated 25th May 1819 . 442

CLXVIII.—Specimen engagement executed by the Chief of Patna for payment of his tribute, dated 17th February 1827 443

CLXIX.—Engagement executed by the Chief of Sambalpur, binding himself to the right discharge of police and judicial duties, dated 22nd February 1827 . 443

III.—FEUDATORY STATES.

PAGE.

NARRATIVE 391

TREATIES, ETC., No.

CLXX.—Adoption sanad granted to the Chiefs* of the Central Provinces, dated 20th May 1865 . . . 444

CLXXI.—Adoption sanad granted to the Chiefs of Bastar and Makrai, dated 11th March 1862 . . . 444–445

CLXXII.—Specimen of fealty bond executed by the Chiefs of the Central Provinces to whom adoption sanads had been granted 445

CLXXIII.—Sanad granted to the Chiefs of Raigarh *cum* Bargarh and Sarangarh, defining their status as Feudatory Chiefs, dated 4th September 1867 . . . 447–448

CLXXIV.—Engagement executed by the Chief of Bastar for the payment of his annual tribute, dated 30th March 1819 448

CLXXV.—Kabuliat of the Chief of Korea regarding the settlement of his pargana, dated 3rd January 1848 . 450

Similar Kabuliat executed by the Raja of Chang Bhakar 451

CLXXVI.—Kabuliat executed by the Chief of Chang Bhakar, dated 24th July 1875 451

CLXXVII.—Sanad granted to the Chief of Chang Bhakar renewing the Settlement of 1819, dated 16th February 1876 452

CLXXVIII.—Sanad granted to the Chief of Chang Bhakar, defining his status, powers, and position with reference to the British Government, dated 8th March 1899 . 452

Similar sanads granted to the Chiefs of Jashpur, Korea, Sarguja and Udaipur 454

CLXXIX.—Sanad granted to the Chief of Chang Bhakar, defining his status, powers, and position, on the transfer of his State from the Government of Bengal to the Central Provinces Administration, dated 23rd December 1905 454

CLXXX.—Kabuliat of the Chief of Jashpur regarding his allegiance, dated 8th June 1819 456

CLXXXI.—Sanad granted to the Chief of Jashpur on the renewal of the former Settlement, dated 5th August 1875 . 457

CLXXXII.—Kabuliat executed by the Chief of Jashpur, dated 9th May 1875 457

CLXXXIII.—Sanad granted to the Chief of Jashpur, defining his status, powers, and position, on the transfer of his State from the Government of Bengal to the Central Provinces Administration, dated 23rd December 1905 458

CLXXXIV.—Deed executed by the Chief of Khairagarh for cession of land for railway purposes, dated 21st August 1883 460

CLXXXV.—Deed executed by the Chief of Khairagarh for cession of land for railway purposes, dated 9th March 1890 . 461

CLXXXVI.—Deed executed by the Chief of Khairagarh for cession of land for railway purposes, dated 27th September 1890 462

* Khairagarh, Nandgaon, Kondka, Kawardha, Kanker, Sakti, Sarangarh, Raigarh *cum* Bargarh.

III.—FEUDATORY STATES—*concluded.* PAGE.

TREATIES, ETC., No.

CLXXXVII.—Kabuliat executed by the Chief of Korea, engaging to pay an annual tribute, dated 24th December 1819 463

CLXXXVIII.—Kabuliat executed by the Chief of Korea, dated 8th February 1876 463

CLXXXIX.—Sanad granted to the Chief of Korea, on the renewal of the former Settlement, dated 9th February 1876 464

CXC.—Sanad granted to the Chief of Korea, defining his status, powers, and position, on the transfer of his State from the Bengal Government to the Central Provinces Administration, dated 23rd December 1905 464

CXCI.—Deed executed by the Chief of Nandgaon for cession of land with the jurisdiction thereon for railway purposes, 1891 465

CXCII.—Deed executed by the Sakti State for the cession of land with the jurisdiction thereon for railway purposes, dated 8th November 1890 . . . 466

Similar deed executed by the Raigarh State . . 468

CXCIII.—Translation of a Sanad given to the Chief of Sarguja, dated 15th June 1820 468

CXCIV.—Kabuliat of the Chief of Sarguja regarding his allegiance, dated 15th June 1820 469

CXCV.—Patta given to the Chief of Sarguja, dated 24th February 1825 469

CXCVI.—Kabuliat of the Chief of Sarguja regarding his allegiance, dated 9th May 1875 . . . 469

CXCVII.—Sanad granted to the Chief of Sarguja on the renewal of the former Settlement, dated 9th February 1876 . 470

CXCVIII.—Sanad granted to the Chief of Sarguja, regarding his status, powers, and position, on the transfer of his State from the Bengal Government to the Central Provinces Administration, dated 23rd December 1905 471

CXCIX.—Sanad granted to Raja Lal Bindheswari Prasad Singh Deo of Udaipur, for his loyal services, dated 12th December 1860 472

Agreement executed by Raja Lal Bindheswari Prasad Singh Deo regarding his allegiance, dated 12th December 1860 472

Agreement executed by Raja Lal Bindheswari Prasad Singh Deo regarding the Police Administration of Udaipur, dated 12th December 1860 . . 473

CC.—Kabuliat executed by the Chief of Udaipur, dated 9th May 1875 474

CCI.—Sanad granted to the Chief of Udaipur on the renewal of the former Settlement, dated 9th February 1876 474

CCII.—Sanad granted to the Chief of Udaipur, defining his status, powers, and position, on the transfer of his State from the Bengal Government to the Central Provinces Administration, dated 23rd December 1905 475

IV.—NON-FEUDATORY ZAMINDARS.

PAGE.

NARRATIVE 407

TREATIES, ETC., No.

CCIII.—Specimen patent granted to the non-feudatory Zamindars of the Chanda district 476

CCIV.—Sanad granted to the Chhindwara Jagirdars . . 479

APPENDIX.

BENGAL.

PAGE.

1.—Sanads for Lord Clive's jagir i

Parwana from Nawab Shuja-ul-Mulk to the Hon'ble the President in Council iii

Sanad from the Nawab for the reversion in perpetuity of Lord Clive's jagir to the Company, dated 23rd June 1765 iii

Farman of Shah Alam confirming the above, dated 12th August 1765 iv

Contents of the Zimman, dated 30th September 1765 . v

Index to the Volume (i)

PART I.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE

UNITED PROVINCES OF AGRA AND OUDH.

I.—RAMPUR.

THE first settlers of the Rohilla Afghans were two brothers, Shah Alam and Husain Khan. The son of the first of these, Daud Khan, achieved some distinction in the earlier part of the eighteenth century. But the rise of the family is owing mainly to his son, Ali Muhammad Khan, who was adopted by Daud Khan. Ali Muhammad by his successes on his father's death collected many Afghan adventurers, and for his services against the Bara Saiyids he received the title of Nawab and a grant of the greater part of Rohilkhand. He happened to offend the Subadar of Oudh, who repaired to Delhi, and by his representations induced the King of Delhi, Muhammad Shah, to take the field against the Rohilla Chief. Ali Muhammad was compelled to surrender, and was made to relinquish his territory, and to deliver two of his sons as hostages.

Not long afterwards he was placed in charge of Sirhind, but taking advantage of the confusion in the first months of the Emperor's reign, consequent on the invasion of Ahmad Shah Abdali, he passed into Rohilkhand and made good his supremacy over the province. In the next reign he obtained a confirmation of this territory from the son of Muhammad Shah.

Previous to his death, he made a disposition in favour of his six sons, and till the return from captivity of his two elder sons (who had been seized by Ahmad Shah) and the majority of his other sons, he entrusted his territory to the guardianship of Hafiz Rahmat Khan, the brother, and Dudi Khan, the cousin, of Daud Khan. Not long after his death the two sons were released. The final arrangement made by the guardians was to place Faizulla in a jagir comprising Rampur Katra, estimated to be worth six lakhs per annum.

When the Marathas had in 1771 placed Shah Alam on the throne of Delhi, they turned their attention to the conquest of the Rohilla country. Alarmed by their approach, the Rohillas temporized with them, and meanwhile proposed an alliance with the Nawab of Oudh. In 1772 an alliance offensive and defensive (No. I) was concluded, by which the Rohillas agreed to pay to the Nawab forty lakhs of rupees, on condition of his expelling the Marathas.

After the Marathas had extorted from the Emperor the grant of the districts of Allahabad and Kora, the Nawab became thoroughly alarmed and applied to the English, who were bound by Treaty to assist him. At a conference with Warren Hastings at Benares, the Nawab procured the promise of troops to assist him in his designs against the Rohillas, who were unable to resist the Marathas and who had failed in their pecuniary obligations. The Wazir also made a treaty with the Emperor, in which it was stipulated that the Emperor should assist him in the expedition, and receive a share of the conquered territory.

The Rohillas, who resisted the invasion of their country, were defeated after a most gallant struggle, in which Hafiz Rahmat was slain. Faizulla Khan withdrew with the remains of the Rohilla army to the hills, and after some negotiations and petty skirmishes, an Agreement (No. II), known as the Treaty of Lal Dhang, was made between him and the Nawab in 1774 under the British guarantee, by which he was secured in the State of Rampur, on condition of military service to the Wazir. In 1783 the obligation of service was commuted (No. III) under the guarantee of the British Government to a cash payment of Rs. 15,00,000.

On the death of Faizulla Khan, disturbances broke out in the family. Muhammad Ali Khan, the eldest son, was murdered by his brother, Ghulam Muhammad Khan, who usurped the jagir. As the State was held under British guarantee, the aid of British troops was given to the Nawab of Oudh in ejecting the usurper and installing Ahmad Ali Khan, the son of Muhammad Ali Khan. A preliminary Agreement (No. IV) was executed in 1794 between the British Government, the Nawab, and the Rohilla tribe, after which in the same year Ahmad Ali Khan was restored by Treaty (No. V) under British guarantee to a portion of the State, the rest being annexed to Rohilkhand.

On the cession of Rohilkhand to the British Government in 1801, the family were continued in their possessions.

Ahmad Ali Khan died in 1839. The succession of his only daughter was rejected, and the next heir, Muhammad Saíd Khan, the eldest son of Ghulam Muhammad Khan, was put in possession of the State. An Engagement (No. VI) was taken from him in 1840 that he would govern his State rightly, and provide for the inferior Rohilla Chiefs. A similar Engagement (No. VII) was taken in 1855 from Muhammad Yusuf Ali Khan, the eldest son and successor of Muhammad Saíd Khan.

For his services during the rebellion of 1857, Muhammad Yusuf Ali Khan received in 1860 a grant of land (No. VIII), yielding Rs. 1,28,527-4-0. It was at first proposed to cede the pargana of Kasipur, but for greater compactness villages on the Moradabad and Bareilly frontier were afterwards substituted. An error occurred in the allotment of a portion of this land, owing to the similarity in the name of some villages situated respectively within British and Rampur limits, but this was subsequently (in 1864) rectified by an Agreement (No. IX). In terms of the grant, dated the 7th November 1864, these villages were assigned in full sovereignty "with only this stipulation that existing rightful tenures were to be respected."

In 1864 the Nawab ceded to the British Government in full sovereignty the land required for the railway to be constructed through his jagir, and also agreed to exempt from duty all traffic passing through his territory (Nos. X and XI). In 1891 the Darbar agreed to contribute a loan of Rs. 47,00,000 towards the construction of a standard gauge line from Bareilly, *viâ* Rampur, to Moradabad, giving the land required free of cost, and ceding to the British Government full jurisdiction within the limits of the railway.

Muhammad Yusuf Ali Khan was created a Knight of the Order of the Star of India, and was in 1862 assured by Sanad (No. XII) that on failure of natural heirs, any succession to the administration of his State, which might be legitimate according to Muhammadan law would be upheld. He died in April 1865, and was succeeded by his eldest son, Muhammad Kalb Ali Khan, who entered into an Agreement (No. XIII) similar to that taken from his father in 1855 (No. VII).

Muhammad Kalb Ali Khan was created a Knight Grand Commander of the Order of the Star of India in 1875, and a Companion of the Indian Empire in 1878. At the Delhi Darbar of 1877, he received the title of Councillor of the Empress of India, and was granted a personal salute of 15 guns for life, his ordinary salute being 13 guns.

Muhammad Kalb Ali Khan died on the 23rd March 1887, and was succeeded by his son, Muhammad Mushtak Ali Khan, who had been previously, in 1884, acknowledged by the Government as heir-apparent. He entered into an Agreement (No. XIV) similar to that taken from Muhammad Kalb Ali Khan in 1865 (No. XIII). Owing to his weak health, and consequent inability to give the requisite personal attention to the administration, the Government appointed a Council of State consisting of a Vice-President and two Members, with the Nawab himself as President, to conduct the administration.

On Muhammad Mushtak Ali Khan's death on the 25th February 1889, the right of succession of his eldest son and duly recognized heir, Muhammad Hamid Ali Khan, a youth of 14, was declared on the 27th of the same month. The Council of State, with the same Vice-President and Members, was constituted a Council of Regency, with more closely defined powers, and with Sahibzada Safdar Ali Khan, half-brother of the late Nawab Muhammad Yusuf Ali Khan, as President to administer the State during the minority of Muhammad Hamid Ali Khan. General Azim-ud-din Khan was appointed Vice-President of the Council of Regency. He was murdered in April 1891; and the President, Sahibzada Safdar Ali Khan, having resigned in the following July, Major Vincent of the Central India Horse was appointed to be President, and to discharge also the duties of Vice-President.

The young Chief's training was entrusted to Captain Colvin as his governor, and Mr. H. O. Budden as his tutor. In order to complete his education the Nawab went on a tour round the world, and while in England was presented to Her late Majesty Queen Victoria. On the 4th April 1894 Muhammad Hamid Ali Khan was installed as Nawab, the Council of Regency being replaced by an Administrative Council. On the 1st June 1896 the Nawab was invested with full powers, and the Administrative Council was abolished, the Nawab entering into the usual agreement with the British Government (No. XV). On the 22nd June 1897 Muhammad Hamid Ali Khan was appointed an Honorary Major in the 9th Hodson's Horse.

In 1899 an Agreement (No. XVI) was concluded for the effective control and discipline of the Rampur Imperial Service Troops when serving beyond the State frontiers.

The Nawab signed a revised Agreement (No. XVII) in 1899 ceding full and exclusive power and jurisdiction of every kind over the portions of the Bareilly-Rampur-Moradabad Railway lying within the limits of his State.

Muhammad Hamid Ali Khan was present at the Imperial Darbar held at Delhi on the 1st January 1903, and at Lucknow on the occasion of His Royal Highness the Prince of Wales' visit in December 1905. The Nawab's eldest son is Sahibzada Hasan Ali Khan Bahadur, born on the 3rd October 1900.

The area of the Rampur territory is about 892 square miles; and the population, according to the census of 1901, is 533,212. The gross revenue of the State amounts to 35 lakhs a year.

The military force, including irregulars, consists (1905) of 293 Imperial Service cavalry, 205 artillery men, 28 serviceable guns, 149 cavalry, 40 camel sowars, 1,912 infantry and 74 armed police.

The State is liable to pay nazarana on succession.

The Ruler or Wali of Rampur has the hereditary title of 'Farzand-i-Dilpizir Daulat-i-Inglisia', and he is entitled to a salute of 13 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

No. I.

TRANSLATION of a TREATY entered into between the VIZIER of the EMPIRE, SHUJAH-UL-DOWLA, and the ROHILLA SIRDARS, reciprocally interchanged,—*13th June 1772.*

First.—Friendship is established between us, and we, Haffiz Rhamut Khan and Zabitah Khan, and all the other Rohilla Sardars, great and small, have agreed and determined with the Vizier of the Empire, Shujah-ul-Dowla, that we adhere to the substance of this writing, and never deviate from this Agreement; that we esteem his friends as our friends, and his enemies as our enemies, and that we and our heirs, during our lives, shall adhere firmly to this our Oath and Agreement, that we shall be united and joined together for the protection of the country of the Vizier of the Empire and of our own country; and if any enemy (which God forbid) should make an attempt against us and the Vizier, we, the Rohilla Sardars and the Vizier of the Empire, shall use our joint endeavours to oppose him; we also, all the Rohilla Sardars, shall also join and unite in any measures that may be determined by the Vizier of the Empire for the benefit of the Nabob Mahomed Zabitah Khan. We, both parties swear by the Almighty, His Prophet, and the sacred Koran, that we will firmly adhere to this solemn Agreement, nor ever deviate from this our Treaty.

This Treaty confirmed by oath, and sealed in the presence of General Sir Robert Barker.

Written on the 11th of the month Rubba-ul-awul, 1186 Hegira, or 13th June 1772.

(Sd.) WILLIAM DAVY,
Persian Interpreter.

TRANSLATION of the AGREEMENT given by HAFFIZ RHAMUT KHAN to the VIZIER.

As the Vizier of the Empire, the Nabob Shujah-ul-Dowla, will put the Rohilla Sardars in full possession of their country, it is at his own option to effect it either by peace or war. Should the Mahrattas at this time, without coming to an engagement or peace being established, cross the river, and retreat owing to the rainy season, and after that is elapsed, commit disturbances in the country of the Rohillas, the quelling of these disturbances shall belong to the Vizier. The Rohilla Sardars, after the aforesaid business, do agree to pay the sum of 40 lakhs of rupees on the following terms; *viz.*, as the Mahrattas are now committing disorders in the country of the Rohillas, the Vizier shall march from Shahabad to such place as may be thought proper to arrive at, in order that the Rohilla dependents may come out of the jungles and arrive at their own homes.

The sum of ten lakhs of rupees shall then be paid in ready money, in part of the stipulation, and 30 lakhs of rupees shall be discharged in three years, beginning from the Fusselee year 1186.

This Agreement is sealed in the presence of General Sir Robert Barker.

No. II.

TREATY, under the Hands and Seals of the NABOB SHUJAH-UL-DOWLA BEHAUDER, and COLONEL CHAMPION,—1774.

A friendship having been entered into between me and Fyzoollah Khan, I have agreed to give him the country of Rampore and some other districts dependent thereupon, producing altogether an annual revenue of 14,75,000 rupees, and I have stipulated that Fyzoollah Khan shall retain in his service five thousand troops, and not a single man more; I therefore give this written Engagement, that I will, at all times, and on all occasions, support the honor and character of Fyzoollah Khan, and will promote his interest and advantage to the utmost of my power, upon the following conditions: That Fyzoollah Khan shall enter into no connection with any person, but myself, and that he shall hold no correspondence with any person, except the English Chiefs; that he shall consider my friends as his friends, and my enemies as his enemies; and that with whomsoever I shall make war, Fyzoollah Khan shall send two or three thousand men according to his ability, to join my forces: and if I march in person, Fyzoollah Khan shall himself accompany me with his troops; and if, on account of the smallness of the number of the forces he is to retain in his service, he is not able to accompany me, I will then appoint him three or four thousand more troops, that he may accompany me with a good army, and I will be at the expense of supporting them. Upon the performance of these conditions, I have agreed to give the said countries, at the afore-mentioned revenue, to Fyzoollah Khan, and to promote his interest and advantage to the utmost of my power.

If Fyzoollah Khan fulfil the Articles of his Treaty, and adheres steadily to it, God willing, I will not neglect whatever may be for his advantage.

He shall send the remainder of the Rohillas on the other side of the river.

I have sworn by the holy Koran, calling God and His Prophet to witness to the performance of these Articles.

Colonel Champion's Seal.

Rajab 1188.

The Vizier's Seal.

TREATY, under the Hands and Seals of FYZOOLLAH KHAN and COLONEL CHAMPION,—*October 1774.*

A friendship having taken place between the Nabob Vizier-ul-Moolk Behauder and me, and the Nabob Vizier having been graciously pleased to bestow on me a country, I have sworn on the holy Koran, calling God and His Prophet to witness to what I engage, that I will always, whilst I live, continue in submission and obedience to the Nabob Vizier; that I will retain in my service five thousand men, stipulated by the Nabob Vizier, and not a single man more; that with whomsoever the Nabob Vizier shall engage in hostilities, I will assist him; and that if the Nabob Vizier shall send an army against any enemy, I will also send two or three thousand of my troops to join them; and if he goes in person against any enemy, I will personally attend him with my forces: that I will have no connection with any person, but the Nabob Vizier, and will hold no correspondence with any one, the English Chiefs excepted; that whatsoever the Nabob Vizier directs I will execute; and that I will at all times, and on all occasions, both in adversity and prosperity, continue his firm associate.

I have sworn on the holy Koran, calling God and His Prophet to witness to the performance of these Articles: may God and His Prophet punish me if I act contrary to them.

Seal of Colonel Champion.

Rajab 1188.*

Seal of Fyzoollah Khan.

NO. III.

TRANSLATION of a writing given by MAJOR WILLIAM PALMER to the NABOB FYZOOLLAH KHAN,—*17th February 1783.*

Company's Seal.

(Sd.) J. P. AURIOL, *Secretary.*

Whereas Treaties of various Articles having subsisted formerly between the late Vizier Shujah-ul-Dowla, and the present Vizier, Ausuf-ul-Dowla, with the Nabob Fyzoollah Khan, one Article contained in those Treaties was, that the Nabob Fyzoollah Khan should, whenever His Excellency sent his troops upon service, supply a force to join them of two or three thousand men. This has been the occasion of disputes and doubts between the parties. Therefore the Nabob

* October 1774.

Fyzoollah Khan has through me requested His Excellency the Vizier to remit that Article by which he is bound to supply a force occasionally; instead of which he agrees to pay fifteen lakhs of rupees in the following manner: five lakhs to be paid immediately, five lakhs in the Khereef, and two lakhs in the Rubby of the year 1191 Fussellee; and the remaining three lakhs in the beginning of the Khereef of the Fussellee year 1192. His Excellency the Vizier has also agreed upon these conditions to remit the obligation by that Article in the former Treaties, from this date, the fourteenth of Rubby-ul-Awul in the Hegira year 1197, the rest of the Articles remaining in full force. I, who am deputed on the part of His Excellency the Vizier, and the gentlemen of the Council, engage that the Nabob Vizier shall not expect a supply of troops, and should he demand it, the gentlemen with him, on the part of the gentlemen of the Council, shall remonstrate against his demands, provided the Nabob Fyzoollah Khan complies with all the Articles contained in the Treaty between His Excellency and him, excepting that Article by which he is to supply a force, and that the Nabob Fyzoollah Khan do not encourage or protect the farmers of the Nabob's country in his own country. His Excellency the Vizier will, on his part, comply with the Articles of the former Treaty, and the Officers of his Government will not protect or encourage any of Fyzoollah Khan's farmers in their districts. I agree to have the Treaty on the part of His Excellency the Vizier for disengaging the Nabob Fyzoollah Khan from the obligation of supplying a force, and the paper of guarantee from the gentlemen of the Council, wrote and sent to the Nabob Fyzoollah Khan.

Dated the 14th of Rubby-ul-Awul, 1197 Hegira, or 17th of the month of February, English 1783.

Agreed in Council at Fort William, 30th June 1783.

(Sd.) WARREN HASTINGS.

„ EDWARD WHELER.

„ JOHN MACPHERSON.

„ JOHN STUBBS.

(A true translation.)

(Sd.) ROBERT GREGORY,

Assistant to the Resident, at the Vizier's Court.

No. IV.

TRANSLATION of the preliminary ENGAGEMENT between the NABOB VIZIER-UL-MOMALIK ASUF JAH, AUSUF-UL-DOWLA YEHEHA KHAN BEHAUDER, HUZZUBER JUNG, the ENGLISH COMPANY, and the ROHILLA TRIBE,—*29th November 1794.*

ARTICLE 1.

When this preliminary Engagement shall be executed, hostilities shall cease between the Nabob Vizier-ul-Momalik Asuf Jah Behauder and his allies and the Rohilla army.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Asuf Jah Behauder agrees, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed :* thus Golam Mahomed Khan has delivered an account of the treasure which was left by the Nabob Fyzoollah Khan, at his death, to the period that he had charge of it. From that treasure the sum of one lakh and four thousand gold mohurs has been expended since Golam Mahomed Khan left the Rohilla camp; this being deducted, the balance is the sum demanded.

ARTICLE 3.

The Rohilla army agree that they will give over in deposit to the Company whatever may remain of the treasure of the family of Fyzoollah Khan, deceased.

ARTICLE 4.

The Nabob Vizier-ul-Momalik Asuf Jah Behauder agrees, that he will bestow on Ahmed Ally Khan, the grandson of the Nabob Fyzoollah Khan, deceased, mehals in Jaghire, at the annual jumma of ten lakhs of rupees, and that the town of Rampore shall be a part of the said jaghire; and as Ahmed Ally Khan is a minor, therefore Nussur Ullah Khan Behauder, son of Abdoola Khan, deceased, shall be nominated the guardian of Ahmed Ally Khan, and the manager of the said jaghire, until Ahmed Ally Khan shall arrive at the age of —— years.

ARTICLE 5.

When the Rohilla army shall have given over the treasure, as is expressed in the third Article, the armies of the Nabob Vizier-ul-Momalik

* This sentence belongs to the third Article, but being subsequently added to the Preliminary Engagement, was written under the second Article by mistake.

Asuf Jah Behauder and of the English Company shall march away from hence, and the Rohilla army shall disperse and go wherever they think proper.

Done at Puttaghat, in the English Camp, this 5th of Jemmadie-ul-Awul, 1209 Hegira.

(The seal of the Nabob Vizier-ul-Momalik Ausuf-ul-Dowla Asuf Jah Yeheha Khan Behauder, Huzzubber Jung.) L. S.

(The seal of Mr. George Frederick Cherry, on the part of the English Company, as guarantee to the above Articles.) L. S.

(The seal of Nussur Ulla Khan.) L. S.

No. V.

ENGAGEMENT of GUARANTEE by the HON'BLE the ENGLISH EAST INDIA COMPANY between the VIZIER-UL-MOMALIK HINDOOSTAN NABOB ASUF-UL-DOWLA, AUSUF JAH YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG, and the NABOB AHMED ALLY KHAN BEHAUDER,—*13th December 1794.*

Whereas, by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the Hon'ble the English East India Company, and of the Nabob Nussur Ulla Khan Behauder on the part of the Rohilla army, a copy of which is annexed, the said Company have agreed to be the guarantee to the performance of the stipulations thereof by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the Nabob Nussur Ulla Khan Behauder on the other; accordingly the said George Frederick Cherry agrees, in the name of the Hon'ble Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, to the following Articles:

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having declared by the second Article of the said preliminary Engagement that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, the Hon'ble the English East India

Company engage, pursuant to the said Article of the said Engagement, that the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall not give any trouble to the said family and their adherents, on account of any act committed by them prior to the 5th of Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having by the fourth Article of the said Engagement, declared that he will grant a jaghire, in the name of Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal, and containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, and dated the 7th Jemmadie-el-Saany, 1209 Hegira, the said Company engage to guarantee the possessions of the said mehals to the said Nabob Ahmed Ally Khan Behauder, according to the conditions expressed in the said Sunnud, and free from demands on account of jowfeer.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement that the Nabob Nussur Ulla Khan Behauder, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the Jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years; the said Company hereby agree to acknowledge this nomination, and to consider the seal of the said Nabob Nussur Ulla Khan Behauder, so long as he remains the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the jaghire, as the seal of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement that the treasure or the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the said Company, and the said Company having accordingly received the sum of three lakhs and twenty-two thousand gold mohurs in deposit, which sum of three lakhs and twenty-two thousand gold mohurs has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a nuzzeranah from the said Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all right of zubtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, the Company agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

ARTICLE 5.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, the said Company agree that this Engagement of

Guarantee shall remain in full force, and no new Engagement of Guarantee shall be necessary; and if (which God forbid) the Nabob Nussur Ulla Khan Behauder shall die, or, on any account, be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 6.

The said Nabob Nussur Ulla Khan Behauder having entered into a kabooleat or engagement to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, bearing date the 7th of Jemmadie-ul-Saany, 1209 Hegira, on the part of the said Nabob Ahmed Ally Khan Behauder, the said Company agree to guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder the performance of the said kabooleat by the Nabob Nussur Ulla Khan Behauder, on the part of the said Nabob Ahmed Ally Khan Behauder, and will consider any deviation therefrom a breach of the allegiance and fidelity due from the said Nabob Ahmed Ally Khan Behauder to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder.

ARTICLE 7.

This Engagement being signed and sealed by the said George Frederick Cherry, on the part of the said Company, and ratified by the signature of the Honorable Sir John Shore, Baronet, Governor-General, and the seal of the said Company, in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said Nabob Nussur Ulla Khan Behauder. In like manner, the kabooleat or engagement mentioned in the sixth Article hereof, bearing the seal of the said Nabob Nussur Ulla Khan Behauder, being executed in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry; and the Sunnud, bearing the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, specified in the second Article hereof, has been delivered to the Nabob Ahmed Ally Khan Behauder, of which a copy has been delivered to the said George Frederick Cherry, attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 13th of December 1794.

(Sd.) G. F. CHERRY,
Resident.

Ratified at Fort William, under the signature of the Hon'ble Sir John Shore, Baronet, Governor-General, and the seal of the Hon'ble the English East India Company, this 6th day of March 1795.

(Sd.) J. SHORE.

TRANSLATION of the KABOOLEAT or ENGAGEMENT entered into by the NABOB AHMED ALLY KHAN BEHAUDER to the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER,—*30th December 1794.*

Whereas by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian Era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the English East India Company, and of the Nabob Nussur Ulla Khan Behauder, on the part of the Rohilla tribe, a copy of which is annexed, certain stipulations were agreed to by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the said Rohilla tribe on the other; accordingly I, the said Nussur Ulla Khan Behauder, being thereby nominated to be the guardian of the Nabob Ahmed Ally Khan Behauder and the manager of the jaghire therein mentioned, agree for myself as the guardian of the said Nabob Ahmed Ally Khan Behauder and as the manager of the jaghire, and for the said Nabob Ahmed Ally Khan Behauder as the jaghiredar, to the following Articles:

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having declared, by the second Article of the said preliminary Engagement, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, I engage, pursuant to the said Article of the said Engagement, that there shall not be any trouble given to anyone of the said family or their adherents, on account of any act committed by them prior to the 5th Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having, by the fourth Article of the said Engagement, declared that he will grant a jaghire in the name of the Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal and containing on the back thereof the names of the mehals, with the jumma of each, composing the jaghire, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, I agree to educate the said Nabob Ahmed Ally Khan Behauder in the principles of true obedience and fidelity to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and in conformity to the conditions expressed in the said Sunnud, that I will manage the jaghire according to those conditions, and that I will, to the best of my abilities, impress on the minds of all the Rohillas, and others subsisting on the produce of the said jaghire, gratitude to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for his benevolence to them, and fidelity and allegiance to him, through their jaghiredar, the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement, that I, Nusser Ulla Khan, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder, and the manager of the jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I promise that, having in view the benefit of the Nabob Ahmed Ally Khan Behauder, I will execute this duty to the best of my abilities.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement, that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the English East India Company, and the said Company having accordingly received the sum of three lakhs and twenty-two thousand gold mohurs in deposit, which sum has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, as a nuzzeranah from the Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all the rights of zubtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, I agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

ARTICLE 5.

I promise that Golam Mahomed Khan shall not, at any time, reside in any place within the jaghire, nor exercise any influence or authority in the management thereof, nor in the affairs of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 6.

I promise that the sum of one thousand five hundred Lucknow Sicca Rupees per month shall be paid to the said Company at Lucknow, beginning with the 1st of December 1794 Christian Era, or 6th of Jemmadie-ul-Awul, 1209 Hegira, from the produce of the Jaghire, for the support of the said Golam Mahomed Khan.

ARTICLE 7.

I promise that the sums undermentioned shall be paid monthly, at Rampore, to the sons of the Nabob Fyzoollah Khan, deceased, as specified herein, for their support, from the beginning of the Fussellee year 1202—

Hossin Ally Khan	Sicca Rupees	2,000	0
Futteh Ally Khan	„	2,000	0
Nazim Ally Khan	„	2,000	0
Yacoob Ally Khan	„	1,666	10⅔
Cossim Ally Khan	„	1,666	10⅔
Curreem Ullah Khan	„	1,666	10⅔

ARTICLE 8.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I agree that this kabooleat shall remain in full force, and no new kabooleat shall be necessary. And if (which God forbid) I shall die or on any account be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder, and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 9.

I agree that by virtue of an Engagement, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, and bearing the seal and signature of the said George Frederick Cherry, on the part of the said Company, and ratified by the Honourable Sir John Shore, Baronet, Governor-General, in two counterparts, one counterpart whereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other I have received, the said Company are guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for the performance of this Engagement or Kabooleat on the part of the Nabob Ahmed Ally Khan Behauder, of which I have affixed my seal to two counterparts, wherof one has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry, and to the said Nabob Ahmed Ally Khan Behauder, for the possession of the jaghire granted to him by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, by virtue of the Sunnud mentioned in the second Article hereof, a copy of which the said George Frederick Cherry has received attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 30th December 1794.

(A true translation.)

(Sd.) G. F. CHERRY,

Resident.

TRANSLATION of the DEED of ACKNOWLEDGMENT entered into by the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER, to the HONOURABLE the ENGLISH EAST INDIA COMPANY,—*30th December 1794.*

Whereas the Honourable the English East India Company have by an Engagement of Guarantee, dated the 7th Jemmadie-ul-Saany, 1209 Hegira,

bearing the seal and signature of Mr. George Frederick Cherry, Resident at my Court, on the part of the said Company, and the signature of the Honourable Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, and the seal of the said Company, in two counterparts, of which I have received one and the other has been delivered to Nussur Ulla Khan Behauder, become guarantee to me for the full performance of the conditions contained in an Engagement or Kabooleat, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, in two counterparts, under the seal of Nussur Ulla Khan Behauder, of which I have received one counterpart and the other has been delivered to the said George Frederick Cherry, and by the said Engagement of Guarantee the said Company have also become the guarantee to the Nabob Ahmed Ally Khan Behauder for the possession of the Mehals bestowed in jaghire by me to the said Nabob Ahmed Ally Khan Behauder, according to a Sunnud, bearing my seal, and dated the 17th Jemmadie-ul-Saany, 1209 Hegira, containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, free from demands on account of jowfeer, which Sunnud has been delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, and a copy thereof, attested with my seal as a true copy, has been given to the said George Frederick Cherry, I accordingly hereby acknowledge, that I consent to the conditions contained in the said Engagement of Guarantee.

Done at Bareilly, the 7th Jemmadie-ul-Saany, 1209 Hegira.

(A true translation.)

(Sd.) G. F. CHERRY,
Resident.

TRANSLATION of the WAJIB-UL ARZ delivered by NUSSUR ULLA KHAN, with the answers written to each question.

Received 30th December 1794.

Question 1.	*Answer 1.*
The family of Golam Mahomed Khan will reside, for the present, in the house at Rampur; and when he shall send for them, let their departure, or stay, depend on the pleasure of the Begam.	Golam Mahomed Khan will act as he pleases, with respect to the residence of his family.

Question 2.

Let no impediment be thrown in the way of the payments of the arrears to the Circar, debts, and tekarry, &c., which may be due from any one ryots, and those in the mehals, which are separated from the jaghire of the late Nabob; let a perwannah be given by the Presence to the Nazim of Bareilly, to cause these dues to be paid according to accounts.

Answer 2.

The jaghiredar has nothing to do with the arrears, debts, and tekarry of the Circar of Fyzoollah Khan, deceased, in those mehals which have been resumed.

Question 3.

Let those portions of land, the property of the Afghans, officers, &c., in the old jaghire, which were bestowed on them by Fyzoollah Khan, be confirmed and continued to them.

Answer 3.

This rests with the jaghiredar in the mehals of his jaghire.

Question 4.

Toolseram Khajanchee, who in consequence of the events of the times, went away and retired to Delhi, where the people belonging to Shaw Nizam-ud-Din and the Mahrattas molest him, and do not permit him to return; as the accounts of the Circar, those of the troops, and of the jaghire depend upon him, I hope that His Excellency will write to the Nazims of Delhi to prevent them from giving Toolseram molestation, that he may come here, and be replaced in his charge.

Answer 4.

The letter has been written by His Excellency.

Question 5.

Whatsoever property may have been forcibly seized by any one, at the time of the flight from Rampore, I hope an order may be issued by the Presence to the Nazim of Bareilly, to restore it to the proprietor on investigation.

Answer 5.

An answer, founded on justice, will be given by the Presence to whoever shall apply for his property and effects.

Question 6

The Circar chucks, which were purchased by Fyzoollah Khan from Rajah

Answer 6.

Whatever are situated in and belong to the mehals of the jaghire,

Khanmul, deceased, and have to this time been possessed by him, I now hope that an order may be issued to the Nazim of Bareilly to release them.

Answer 7.

are released by His Excellency's Sunnud.

Question 7.

There are several places, lands, and chucks of villages, purchased by Sunnoo Khan, Golam Ally-ud-Deen Khan, &c., and other Afghans, which are exempt from the revenue of the Circar lands, and have been possessed by those persons, until they went to the foot of the hills; I hope that a perwannah of exemption will now be issued to the Nazim of Bareilly.

Answer 7.

The jaghiredar possesses the power of this Article in the mehals belonging to his jaghire.

Question 8.

I hope an order may be issued to the Nazim of Bareilly, relative to those who may reside in the villages belonging to the Vizier, and may commit robberies in the jaghire of Ahmed Ally Khan, and that the perwannah may be to this effect: "On investigation to punish the thieves, and to return the stolen property to the inhabitants of the jaghire."

Answer 8.

In this respect, whatever was the custom during the time of Fyzoollah Khan, will now be adhered to.

Question 9.

Let the duties receivable on the merchandize of the Afghans be continued as they were formerly, and let not the custom-house officers of the Circar demand more.

Answer 9.

The rule observed during the time of Fyzoollah Khan, in this respect, will now be adhered to.

Question 10.

During the time of Fyzoollah Khan, the concerns Dad-o-situd of the time of Haffiz Ramut, be they with whom they will, were stopped by the Vizier, so that no one could be molested on account of old concerns; now also, should any one apply to the Presence in this respect, let them not be listened to.

Answer 10.

The former custom in this respect is continued.

Question 11.

The village Sahebgunge, in pergunnah Huzrutnagon, exempt from revenue, was bestowed in jaghire by Fyzoollah Khan on Sahet Roy, deceased: I hope that a perwannah may now be granted, continuing this village free.

Answer 11.

If this village comes within the mehals of the jaghire, it rests with the jaghiredar.

Dated the 30th December 1794, or 7th Jemmadie-ul-Saany, 1209 Hegira.

(A true copy and translation.)

(Sd.) G. F. CHERRY,
Resident.

No. VI.

TRANSLATION of the AGREEMENT entered into by NAWAB MOHUMUD SYEED KHAN,—*21st August 1840.*

Agreeably to the order of the Governor-General, the Government of Rampore having devolved upon me, I therefore declare that all matters connected with my rule shall be conducted with a view to maintain justice; that all the Puthans and dependants shall live and be supported in the same way as hitherto, and by my conduct towards them I will enable them to live in peace and happiness; and with respect to the allowances of the family and the rest of my relatives, the same line of conduct shall be followed as has always been the case, and nothing shall be altered from my friendly and affectionate feelings towards the daughter and widow of the late Nawab Ahmed Ally Khan, on whom I settle the following allowances separately:—

On the daughter of the late Nawab . .	Co.'s Rs.	1,000	per mensem.
On Sahib Mihil	„	400	„
On Momtaj Mihil	„	400	„
On Chumdrani	„	300	„
On Dhenree Bala Khaneh	„	300	„
On the Dharee Khand	„	300	„
On the mother of Saeed Ally Khan, a deceased son of the late Nawab	„	200	„
On the mother of the daughter of the late Nawab	„	300	
On Kulloo Khanum	„	60	„
On Methoo Khanum	„	50	

On Mud Muttee . . . . . Co.'s Rs. 50 per mensem.
On four women singers . . . . . „ 50 „

(Sd.) BY THE NAWAB SYEED MOHUMUD KHAN.

(A true translation.)

COMMISSIONER'S OFFICE;
ROHILCUND DIVISION,
RAMPORE,
21st August 1840.

(Sd.) FRANCIS ROBINSON,
Officiating Agent.

No. VII.

TRANSLATION of AGREEMENT entered into by NAWAB MAHOMED YOOSUF ALEE KHAN,—*10th April 1855.*

Since I have been appointed by sanction of the Honourable the Lieutenant-Governor, North-Western Provinces, successor to Nawab Mohumud Syeed Khan in the jaghire of Rampore, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity; that I will govern the Puthans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous Agreements; and that I will provide for the proper maintenance of all the family and dependants of my deceased father, Nawab Mohumud Syeed Khan.

AGENCY DEPARTMENT;
COMMISSIONER'S OFFICE,
ROHILCUND DIVISION,
BAREILLY,
The 10th April 1855.

(Sd.) R. ALEXANDER,
Agent, Lieutenant-Governor.

No. VIII.

TRANSLATION of a SUNNUD for certain villages granted by the VICEROY and GOVERNOR-GENERAL to the NAWAB of RAMPORE—*dated 23rd June 1860.*

Whereas Furzund Dil Pizeer* Nawab Mohumud Yoosuf Ali Khan Bahadoor, Nawab of Rampore, exhibited, from the commencement of the

* This title was altered in 1873 to Furzund-i-dil-puzeer-i-Dowlut Inglishia.

rebellion to the end, his unswerving loyalty to the British Government by affording personal and pecuniary aid, protecting the lives of Christians and rendering other good services, to the satisfaction of Government, the Nawab has already been thanked, a khillut of distinction has been conferred upon him, the number of his salute guns has been increased, and an addition has been made to his title. In further recognition of his services, the Government hereby bestows upon him the villages in Bareilly and Moradabad, as per separate schedules, assessed at Rs. 1,28,527-4-0, in perpetuity from generation to generation. The above villages are now annexed to the old territory of the Nawab on the same conditions as those on which he holds that territory.

List of Villages situated in Bareilly.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma. Rs. a. p.
1	Chowmehla .	Pipureea, 2 puttees . .	Moonshee Madho Singh and Doree Loll.	286 0 0
2	,, .	Bheekhumpoor . .	Horee Loll . . .	225 0 0
				511 0 0
3	Sirsanwan .	Rusoolpoor . . .	Myzoolla Khan . .	791 0 0
4	,, .	Aourung Nugur . .	Noormahomed, &c. . .	789 0 0
5	,, .	Nursooa . . .	Khoob Chund, &c. . .	461 0 0
6	,, .	Kursoula . . .	Sulloo Khan, &c. . .	959 0 0
7	,, .	Kursoulee . . .	Mustuffa Khan . .	559 0 0
8	,, .	Oodunpoor . . .	Neaz Ulee Khan . .	1,106 0 0
9	,, .	Pipureea . .	Madar Bux, &c. . .	815 0 0
10	,, .	Kunukpoor . . .	Khoob Chand, &c. . .	2,242 0 0
11	,, .	Eshurpoor Gopalpoor .	Gungaram . . .	466 0 0
12	,, .	Uhrow . . .	Chetram . . .	2,057 0 0
13	,, .	Sisonena . . .	Mahomed Ahmed Khan .	690 0 0
14	,, .	Bholapoor . . .	Mustuffa Khan . . .	318 0 0
15	,, .	Munsoorpoor . . .	Ghool Khan . . .	517 0 0
16	,, .	Dhimree . . .	Mahomed Shufaet Alee Khan	769 0 0
17	,, .	Chundpoorah . . .	Ditto ditto .	1,145 0 0
18	,, .	Rustumpoor . . .	Government . . .	775 0 0
19	,, .	Goolamgunge . . .	Ramdyal, &c. . . .	677 0 0
20	,, .	Gudenea . . .	Tujmul Hossein Khan .	1,372 0 0
21	,, .	Burehpooruh . . .	Dhurneedhur, &c. . .	472 0 0
22	,, .	Kuzeeapoor . . .	Zoukeeram . . .	813 0 0
23	,, .	Hursoo Nuglah . .	Tótaram . . .	823 0 0
				18,616 0 0
24	Ajaon . .	Keeoulpoor . . .	Nethram, &c. . . .	400 0 0
25	,, . .	Chainpoor oorf Checha .	Khoob Chund, &c. . .	1,200 0 0
26	,, . .	Modowna . . .	Toolsheeram . . .	1,250 0 0
27	,, . .	Hoormutpoor, 3 puttees .	Kulloo, &c. . . .	1,196 0 0
28	,, . .	Puttee Busuntpoor .	Dalchund, &c. . . .	525 0 0
29	,, . .	Hunoo Nagur . .	Bucktour Singh . .	850 0 0
30	,, . .	Tomureea . . .	Deveedoss . . .	300 0 0
31	,, . .	Pajawa . . .	Kewulram, &c. . .	531 0 0
32	,, . .	Hinga Nugla . . .	Ahmed Yar Khan . .	900 0 0
33	,, . .	Woodypoor . . .	Wuzeer Alee . . .	650 0 0
34	,, . .	Meodee Khoord . .	Bhaesing, &c. . . .	720 0 0
35	,, . .	Jooai	Ditto . . .	1,040 0 0
36	,, . .	Kuga Nugla . . .	Mohon Loll . . .	600 0 0
37	,, . .	Junoo Nagur . . .	Choonee Loll, &c. . .	950 0 0
38	,, . .	Sobhag Nugla . . .	Rutehram . . .	678 0 0
39	,, . .	Gujroura	Dhurneedhur . . .	600 0 0
40	,, . .	Mobarukpur . . .	Zoukeeram . . .	2,350 0 0
41	,, . .	Khanpoor . . .	Pateeram . . .	1,000 0 0
42	,, . .	Nepunea . . .	Bood Hossein, &c. . .	1,900 0 0
43	,, . .	Nurkherah . . .	Zoukeeram, &c. . .	1,800 0 0
44	,, . .	Lukmeepoor Bheeka .	Pateeram, &c. . .	650 0 0
45	,, . .	Pipureea Raizada . .	Mahomed Iltaf Alee .	900 0 0
46	,, . .	Mudhu Nugla . .	Zoukeeram . . .	1,000 0 0
47	,, . .	Gudeyea . . .	Khosal Rai . . .	567 0 0
48	,, . .	Sonar Khera . . .	Ahmed Yar Khan . .	434 0 0

List of Villages situated in Bareilly—continued.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma. Rs. a. p.
49	Ajaon	Rasdundia	Thacoordoss, &c.	1,400 0 0
50	,,	Semra	Hurreeram, &c.	821 0 0
51	,,	Dhulia	Govindram, &c.	1,000 0 0
52	,,	Megha Ungla, 4 puttees	Thacoordoss	700 0 0
53	,,	Lodheepoor	Ahmed Yar Khan	550 0 0
54	,,	Jugdeespoor	Govindram, &c.	330 0 0
55	,,	Seharee	Sobharam	2,800 0 0
56	,,	Hurdua	Ootum Chand, &c.	1,300 0 0
57	,,	Bhourkha	Golam Hossein	1,501 0 0
58	,,	Bhourkhee	Mahomed Illtaf Alee	840 0 0
59	,,	Mujheanah	Golam Nasir Khan	1,323 0 0
60	,,	Selehee oorf Buragaon	Mahomed Illtaf Alee Khan	2,685 0 0
61	,,	Deoree Khoord	Choonee Loll, &c.	400 0 0
62	,,	Kupnehree	Muhsun Alee Khan	1,166 0 0
63	,,	Hurdoopoor	Govindram, &c.	800 0 0
64	,,	Rajpaoruh	Rajaram	850 0 0
65	,,	Goolureea Bhat	Motee Loll, &c.	475 0 0
66	,,	Akonn'da	Fuzul Imam	845 0 0
67	,,	Johra	Khem Sing	1,400 0 0
68	,,	Buboora	Debeedoss, &c.	865 0 0
69	,,	Rithora	Choonee Loll, &c.	1,400 0 0
70	,,	Ehmee	Buldeo Sing	1,400 0 0
71	,,	Guhlooeah	Fukeer Mahomed Khan	750 0 0
72	,,	Jugutpoor	Dhurneedhur, &c.	672 0 0
73	,,	Himutgunj	Kullun Chund	400 0 0
74	,,	Inaetpoor	Kullean Sing	600 0 0
75	,,	Bhojoopooruh	Dwarkadoss	1,455 0 0
76	,,	Deohuree Boozoarg	Dhurneedhur	610 0 0
77	,,	Kulleanpur	Ditto	1,050 0 0
78	,,	Bulbhudurpoor	Nundram	500 0 0
79	,,	Sirsa	Shewdyal, &c.	625 0 0
80	,,	Chechoulee	Mussammat Saleb Begum	452 0 0
81	,,	Soorenia	Shaik Golam Hossein	1,185 0 0
82	,,	Bukenia Bhat	Chutoor Bhooj, &c.	835 0 0
83	,,	Shampoor	Hera Loll	701 0 0
84	,,	Gungapoor	Peareh Loll	611 0 0
85	,,	Singra	Heirs of Golam Moheeoodeen.	1,336 0 0
86	,,	Khata	Chetram	1,181 0 0
87	,,	Lukmeepoor Bishna	Chote Loll, &c.	929 0 0
88	,,	Pusoopooruh	Chutoor Bhooj, &c.	522 0 0
89	,,	Aujunkhera	Dhurneedhur	713 0 0
90	,,	Bukenia Jugurnathpoor	Mussammat Roop Koor Bishoon Koor.	1,160 0 0
91	,,	Mainee	Dhurneedhur	845 0 0
92	,,	Zumapoor	Mahomed Hossein Khan	275 0 0
93	,,	Dhunelee	Joahir Sing, &c.	1,600 0 0
94	,,	Adpoor	Jai Sing	321 0 0
95	,,	Beta	Ahmed Bux, &c.	725 0 0
96	,,	Surra	Joymul Futteh	1,224 0 0
97	,,	Newadea	Khoob Chund, &c.	850 0 0
98	,,	Dhurmoopooruh	Oodeyram, &c.	1,246 0 0
99	,,	Bhysoree	Illtaf Alee Khan	2,410 0 0
100	,,	Nisoee	Oogersen	875 0 0
101	,,	Tirha	Khoorshed Begum	1,708 0 0
				76,209 0 0

List of Villages situated in Bareilly—concluded.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma. Rs. a. p.
102	Siroulee, North	Jalib Nugla	Doree Loll	628 0 0
103	,,	Mahomedpoor	Rai Sing, &c.	620 0 0
104	,,	Dhunelee	Sultan Hossein	1,100 0 0
105	,,	Jutpooruh	Sadhoram	400 0 0
106	,,	Dobaut	Rai Sing, &c.	476 0 0
107	,,	Kirpeea hupûh	Illtaf Alee Khan	518 0 0
108	,,	Kirpea Pandey	Chotee Loll	783 0 0
109	,,	Bhoputpoor	Musst. Jhuna	825 0 0
110	,,	Gungapoor	Bunseedhur	1,125 0 0
111	,,	Keorar, 4 puttees	Shibdut, &c.	650 0 0
				7,125 0 0
112	Siroulee, South	Nubeegunj	Hazaree Mull, &c.	805 0 0
113	,,	Sobawa	Roop Sing	565 0 0
114	,,	Sewchait	Doorgapershad	474 0 0
115	,,	Tajpoor	Deo Sing	80 0 0
116	,,	Zanda	Hakim Saadut Ali Khan	763 0 0
117	,,	Chukurpoor, 4 puttees	Dhun Sing, &c.	1,019 0 0
118	,,	Nundgaon	Doorgapershad	199 0 0
119	,,	Oouchegaon	Ditto	955 0 0
120	,,	Bhoputraipoor	Nowhut Sing	933 0 0
121	,,	Lodheepoor	Ditto	513 0 0
122	,,	Mudkur	Ditto	1,119 0 0
123	,,	Kundelee Asudpoor	Joykissendoss	1,091 0 0
124	,,	Pipureea Beerpoor	Balkissen	662 0 0
125	,,	Gainee	Shibdutt	923 0 0
126	,,	Purota Bhuggee	Nowhut Sing	728 0 0
127	,,	Gaiboolapoor	Doorgapershad	292 0 0
128	,,	Unweh Meerpoor Mirzapoor	Lutchmun Sing	1,682 0 0
129	,,	Bhourkha Bhourkee	Pertab Sing	741 0 0
130	,,	Osee Berahimpoor	Foonda, &c.	1,073 0 0
131	,,	Mamoorpoor	Moona Sing	580 0 0
132	,,	Gharmupoor	Nuthoo	400 0 0
133	,,	Nivundpoor	Alee Bux Khan	1,100 0 0
				16,697 0 0
			Total	1,19,158 0 0

List of Villages situated in the District of Moradabad.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma.
				Rs. a. p.
1	Moradabad .	Badlee dan, oorf Badlee Tandah.	Nawab Kulbulee Khan .	3,929 0 0
2	,, .	Kesho Nuglee . .	Ditto .	570 0 0
3	,, .	Bhaoopcorah . . .	Musst. Koodrutoonissah .	780 0 0
4	,, .	Chuk Koondesree . .	Ruttun Singh . . .	145 0 0
5	,, .	Chuk Koondesrah . .	Cazee Abbas . . .	97 0 0
6	,, .	Chuk Girdha . . .	Zubburbeg and others .	401 0 0
7	,, .	Khanpoor Milluk . .	Koolbooddeen . .	374 0 0
8	,, .	Pursoopoorah Naik . .	Teenna Singh . . .	938 0 0
9	,, .	Chuk Ladpoor . .	Hursahai	319 0 0
10	,, .	Chuk Surukthul . .	Jwaladut	374 0 0
11	,, .	Surukthul . . .	Ditto	540 0 0
12	,, .	Mhowa Kherah . .	Furzund Alee . . .	614 0 0
13	,, .	Dhukpoorah . .	Musst. Izzutoonissah . .	288 4 0
			Total .	9,369 4 0

TRANSLATION of a KHUREETA addressed by HIS HIGHNESS the NAWAB MAHOMED YOOSUF ALI KHAN of RAMPORE to the HONOURABLE the LIEUTENANT-GOVERNOR of the N.-W. PROVINCES.

After paying the usual compliments, acknowledges receipt of the Honourable the Lieutenant-Governor's letter regarding a petition presented to the Government of India by Chowbey Girdharee Lall and other zemindars of the villages conferred in reward on His Highness in the districts of Moradabad and Bareilly, in which they pray that on the expiration of the present settlement, their proprietary rights may be maintained; and with reference to the confident hope expressed by the Lieutenant-Governor that he (the Nawab) will not fail to consider the rightful claims of the petitioners, begs to assure His Honour that if it please the Almighty the rights of these zemindars as well as those of others in the same situation, will be duly

respected and regarded, inasmuch as he has made it a point of his administration to govern his subjects by the recognized principles of equity and justice which obtain under the British rule.

(True abstract translation.)

(Sd.) DEOKURN SHOOKLE,
Translator.

No. IX.

ABSTRACT TRANSLATION of a KHUT from HIS HIGHNESS NAWAB YOOSUF ALI KHAN, K.S.I.,—*dated the 22nd March 1864.*

I understand that you have expressed a desire to rectify the mistakes that have occurred in the assignment to me by Government of certain villages in reward. I have much pleasure in intimating my willingness to comply with your wishes in the matter of the transfer of the villages of Pipurea and Chuckerpore, assessed respectively at Rupees 662 and 1,019, situated within British territory, as desired by Government, on the following conditions :—

1st.—That I continue in possession of them as Maafedar.

2nd.—That they be subject to the Civil, Criminal, and Revenue Regulations in force in British territory.

As regards your proposal to the exchange of Mouzahs Pipurea and Chuckerpore (in Serowlee), assessed at Rupees 140 and 232, in lieu of Pipurea, assessed at Rupees 286 and Bhikunpore at Rupees 225, in Pergunnah Chowmehla, I beg to inform you that I accept the exchange, confident that you have well considered the necessity for this arrangement.

No. X.

TRANSLATION of a KHUT from HIS HIGHNESS NAWAB YOOSUF ALI KHAN BAHADOOR of RAMPUR, K.S.I.,—*dated the 7th June 1864.*

Your kind letter, with enclosures, dated 5th instant, relative to land required free of cost for the railway line that may pass through my territory, has been duly received by me, and I beg to acquaint you in reply, that as I consider myself bound, in appreciation of the favors conferred on me by Her Majesty's Government, to comply with the wishes of His Excellency the Viceroy and Governor-General of India, I have no objection to make over the land for the purpose required.

No. XI.

TRANSLATION of a KHUT from HIS HIGHNESS the NAWAB YOOSUF ALI KHAN BAHADOOR, K.S.I.,—*dated the 23rd December 1864.*

I have much pleasure in acknowledging receipt of your communication dated 16th December 1864, with its enclosures, from the Government, North-Western Provinces, No. 222A., dated 1st October 1864, enquiring whether the land required for railway purposes from this State is to be given up to Government in full sovereignty, and whether, after the completion of the line, the goods in transit through my territory will be subject to any duty.

In reply, I beg to inform you that I have no hesitation in giving up the land in full sovereignty to the British Government. As regards the levy of duty on goods passing through my territory, I beg to state that Government in orders, No. , dated 15th April 1845, to the address of the Board, and to the Agent, Lieutenant-Governor, Rohilcund, No. 9, dated 8th May 1845, ruled that the 5,000 maunds of salt and 20 maunds of opium annually obtained by me from Oudh and elsewhere for consumption, should be exempted from duty on its transit to Rampore. Under these circumstances, all traffic that passes through my territory will be similarly exempted from duty; but if goods are exposed for sale in the market, they will be subject to the usual duty.

No. XII.

ADOPTION SUNNUD granted to NAWAB MOHAMED YOOSUF ALI KHAN, of RAMPORE,—*11th March 1862.*

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

11th March 1862.

No. XIII.

TRANSLATION of the AGREEMENT entered into by NAWAB MAHOMED KULB ALI KHAN BAHADOOR, of RAMPORE, dated the 15th Ramzan 1828, Higree, corresponding with *10th June 1865 A. D.*

Since I have been appointed, by sanction of the Hon'ble the Lieutenant-Governor, North Western Provinces, as the representative of Her Most Gracious Majesty, Queen Victoria, successor to Nawab Mohamed Yoosuf Ali Khan, K.S.I., in the jaghire of Rampore, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity; that I will govern the Afghans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous agreements; and that I will provide for the maintenance of all the family and dependants of my deceased father, Nawab Mahomed Yoosuf Ali Khan Bahadoor.

No. XIV.

TRANSLATION of the AGREEMENT entered into BY NAWAB MAHOMED MUSHTAK ALI KHAN BAHADUR, of RAMPUR, dated the 29th Jamadi ul-Sani 1304 Hijri, corresponding with *25th March 1887 A. D.*

Whereas at the suggestion of His Honour the Lieutenant-Governor, North-Western Provinces, and by the sanction of His Excellency the Viceroy and Governor-General of India on behalf of the Government of Her Majesty the Empress of India, I have been, after the death of Mahomed Kalab Ali Khan Bahadur, made the ruler of the whole State of Rampur, I do hereby agree and put on record, that I will conduct the affairs of the old jagir and the new elaka (forming part of the State) with justice and equity: that I will treat with consideration the Afghans and other dependants of the State; that I will continue the stipends of the members of the family which have been granted from the time of Nawab Ahmad Ali Khan to that of Nawab Mahomed Kalab Ali Khan, and are entered in the former agreements; and that I will watch over the honour of the family dependants of Mahomed Said Khan, Yusuff Ali Khan, and Nawab Mahomed Kalab Ali Khan Bahadur.

(Sd.) MAHOMED MUSHTAK ALI KHAN BAHADUR.

No. XV.

AGREEMENT entered into by NAWAB HAMID ALI KHAN BAHADUR of Rampur, dated the 1st June 1896.

Since I have been appointed by the sanction of His Excellency the Viceroy and Governor General of India in Council as the representative of Her Most Gracious Majesty Queen Victoria, Empress of India, to succeed my father, Nawab Mushtak Ali Khan, as ruler of the jagir of Rampur, I

hereby agree and attest by my seal that I will administer the affairs of the jagir with justice and equity; that I will govern the Afghans with consideration; that I will continue all the stipends and pensions sanctioned by my predecessors or by the Lieutenant Governor of the North-Western Provinces at the instance of the Council of Regency which was appointed during my minority; and that I will provide for the maintenance of all the family and dependants of my deceased father and grandfather.

RAMPUR; *June 1st, 1896.*

(Sd.) HAMID ALI KHAN, *Nawab of Rampur.*

No. XVI.

AGREEMENT entered into between HIS EXCELLENCY the GOVERNOR-GENERAL of INDIA and HIS HIGHNESS the NAWAB of RAMPUR, 1899.

Whereas His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Rampur State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Rampur State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, or of some persons to whom the requisite authority has been delegated by him.

2. In order further to ensure efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

RAMPUR;
Dated the 16th March 1899.

Seal of the State.

(Sd.) HAMID ALI KHAN,
Nawab of Rampur.

(Sd) A. W. CRUICKSHANK,
Commissioner, Rohilkhand Division, and Agent, Lieutenant-Governor, North-Western Provinces for Rampur.

Approved and confirmed by the Government of India.

SIMLA;
The 7th May 1901.

By order,
H. S. BARNES,
Secretary to the Government of India, Foreign Department.

No. XVII.

AGREEMENT entered into by HIS HIGHNESS the NAWAB of RAMPUR, dated the 13th September 1899.

I, Nawab Mohamed Hamid Ali Khan, Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Bareilly-Rampur-Moradabad Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

The 13th September 1899.

HAMID ALI KHAN,
Nawab of Rampur.

MOHAMED ISHAK KHAN.

H. Z. DARRAH,
Offg. Commr., Rohilkhand Division, and Agent to the Lieut.-Govr., N.-W. P., for Rampur.

II.—GARHWAL OR TEHRI.

THE early history of the Garhwal Rajas is obscure. They claim descent from the Solar race, and are of the Kshatriya caste. For many generations the chiefs had absolute sway over the whole of Garhwal on both sides of the Alaknanda, paying, however, a nominal tribute to the Emperors of Delhi. The first Raja of the line was Kanak Pal. Kalyan Sah, the 38th prince of the line, was invested with the title of "Sah" by the Emperor Nasir-ud-din of Delhi; from this time the Rajas of Tehri have been styled "Sah."

In 1804 the Nepalese extended their conquests to Garhwal and expelled Raja Pradyumna (or Parduman) Sah, who took refuge in the plains. He collected a force of some 12,000 men, with whom he entered the Dun, having resolved to make an attempt to recover his kingdom. In this he was unsuccessful, and in an action fought at Khurbura near Dehra, he perished with most of his Garhwali retainers (January 1804). His son, Sudarshan Sah, having escaped from the Gurkhas, fled to the plains and joined the English.

On the termination of the Nepal war in 1815 that portion of his hereditary possessions which lay to the west of the Alaknanda river was restored in 1820 to Raja Sudarshan Sah by Sanad (No. XVIII); the lands to the east of the rivers Alaknanda and Mandakini, the Dehra Dun, and the pargana of Raingarh were retained by the British Government.

During the mutinies of 1857 the Raja rendered valuable assistance to Government. He died in June 1859 without legitimate issue, and in accordance with the terms of the treaty the State lapsed to Government; but in consideration of the services of Sudarshan Sah. his eldest illegitimate son, Bhawani Singh, was allowed to succeed (No. XIX). Bhawani Singh subsequently (in 1862) received a Sanad (No. XX), guaranteeing him the right of adoption. Raja Bhawani Singh died in December 1871, and was succeeded by his eldest son, Pratap Sah. On the occasion of the Delhi Darbar, held on the 1st January 1877, Raja Pratap Sah was granted a personal salute of 11 guns, which was subsequently changed in 1878 to a permanent salute. He died in February 1887, and was succeeded by his son, Kirti Sah, who was born on the 19th January 1874. During the latter's minority a Council of Regency was formed, presided over by Guleria, mother of the Raja. Kirti Sah was installed on the 17th March 1892, the Council being retained as a

consultative one. In 1898 the Council was abolished altogether. The Raja, who was educated at the Mayo College, Ajmer, married a daughter of Rana Padamjang, son of Maharaja Jang Bahadur of Nepal, by whom he has a son and heir, Tika Sahib Narendra Sah, born on the 3rd August 1898. Kirti Sah was created a Companion of the Star of India in 1899, and a Knight Commander of the same Order in 1903. He visited Europe in 1900.

In 1865 Raja Bhawani Sing leased (No. XXI) his forests for Rs. 10,000 a year to the British Government for a period of 20 years, with effect from the 1st May 1864. The lease was renewed in 1885 for another 20 years by Raja Pratab Sah for Rs. 12,000 a year (No. XXII), but in June 1887 Government relinquished the Sheopuri portion of the forests and the rent was reduced to Rs. 9,000. On the expiry of the lease in 1905 the present Raja granted a fresh one (No. XXIII) for 20 years on terms somewhat more favourable to himself. He also leased certain Chir forests in the Tons Valley in 1895 for 20 years (No. XXIV).

The area of the Tehri State is 4,180 square miles; and the population 268,885, according to the census of 1901. The land revenue is Rs. 95,800 and the total revenue from all sources averaged during the last three years about Rs. 6,30,000. The State has (1904) 111 sepoys and 2 serviceable guns.

Nazarana is taken on succession.

The Raja is entitled to a salute of 11 guns, fixed in 1878.

No. XVIII.

SUNNUD granted to the RAJAH of GURHWAL under the seal and signature of the GOVERNOR-GENERAL—*dated 4th March 1820.*

Whereas the Provinces heretofore forming the Raj of Gurhwal have come into the possession of the British Government; and whereas Rajah Soodersun Sah, a descendant of the ancient Rajah of that country, has evinced his zeal and attachment to the British Government, the Governor-General in Council has conferred on Soodersun Sah, his heirs and successors, in perpetuity on the conditions hereinafter expressed, the whole of the Territory of Gurhwal, with the following exceptions, that is to say, *1st.*—The districts situated to the eastward of the River Alikamunda, and to the eastward of the River Mundagunnee, above its confluence with the aforementioned river. *2ndly.*—The Deyrah Dhoon. *3rdly.*—The Pergunnah of Raeen Gurh. It will be the duty of the Rajah to make such settlement of the country now conferred upon him as shall be calculated to promote the happiness and welfare of the inhabitants, and to govern his subjects with justice, and to collect the revenues which he will appropriate to his own use. He is further required to prohibit and prevent the traffic in slaves, which is forbidden by the Regulations of the British Government. Whenever the British Government shall have occasion to require from the Rajah assistance in Begaurs, or supplies for the use of its troops, the Rajah is to provide the same to the extent of his ability, to afford every facility to the subjects of the British Government and others trading in his territory, or with the countries beyond it, and is at all times to conform to the directions of the British Government and its officers. The Rajah is not to alienate or mortgage any part of his possessions without the knowledge and consent of the British Government. While these conditions shall be faithfully observed, the British Government will guarantee the Rajah and his posterity in the secure possession of the country now conferred upon him and will defend him against his enemies.

The 4th March 1820.

No. XIX.

TRANSLATION of a SUNNUD granting the TERRITORY of GURHWAL to RAJAH BHOWAN SINGH—*dated 6th September 1859.*

Be it known to the chowdhories, canongoes and zemindars of the Gurhwal llaqa, that the Chief of Gurhwal having died, leaving no legitimate issue, the above territory has lapsed to the Government, with proprietary rights therein, but in consideration of the firm attachment and steady friendship of the late Rajah, and the valuable services which he rendered in 1857, the Government has resolved to confer upon Bhowan Singh, son of the deceased, and the heirs male of his body lawfully begotten, the Territory of

Gurhwal which was in the possession of the late Rajah. I therefore do hereby grant to Bhowan Singh and the heirs male of his body lawfully begotten, the title of Rajah, and the State of Gurhwal.

Be it also known that British subjects, both Native and European, shall have free access into the Rajah's territories for commerce or otherwise; that they shall receive the same consideration and protection as the subjects of the Rajah; that the Government shall have power to make roads through the Gurhwal Territory, and that this grant has been made on condition of good behaviour and of service, military and political, in time of danger and disturbance.

Dated (Sd.)

No. XX.

ADOPTION SUNNUD granted to RAJAH BHOWAN SING, of GURHWAL—*11th March 1862.*

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance, that on failure of natural heirs the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

Dated 11th March 1862. (Sd.) CANNING.

No. XXI.

AGREEMENT for the lease to the BRITISH GOVERNMENT of the forests in the territory of RAJAH BHOWANY SHAH, CHIEF of GURHWAL, for 20 years, from 1st May 1864 to 30th April 1884 A.D., entered into by RAJAH BHOWANY SHAH and LIEUTENANT-COLONEL H. RAMSAY, COMMISSIONER on behalf of GOVERNMENT—*dated 2nd October 1865.*

The conditions of this lease, which shall be equally binding on the Rajah and the said Government, are set forth in the following paragraphs:—

1st.—The Rajah Bhowany Shah hereby makes over in lease to the British Government all the forests of his territory, and declares that all his

right, title and interest in the timber and trees standing or felled lying within his said territory, is hereby transferred to the said Government, and the said Government is competent to appoint a Conservator with the requisite establishment for the protection of those forests.

2nd.—The said Government is authorised to take steps for the more complete conservation of any portion of the Deodar Forest comprised within the forests hereby leased to it, and may prohibit the grazing of cattle, or opening of thoroughfares therein, but so that no person is thereby made to suffer loss within such portion of forest, and the said Government may, from time to time, issue such orders as it may think proper for the more effectual protection of the trees.

3rd.—No person save the said Government shall have the right to cut or carry away timber (from the forests), but the privilege hereto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

4th.—No person shall be entitled to clear ground for building in the Deodar Forest, nor shall any one be permitted to cultivate the cleared ground in the midst of such forest.

5th.—The Rajah shall aid to the utmost of his power in the protection of the forests, and in the punishment of persons infringing the forest rules and regulations.

6th.—The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Rajah, shall be enforced, and the Rajah shall regard any infringement of those rules as an offence, and shall punish the offender.

7th.—The forest lying in Juanpoor shall be exempted from the conditions of this lease for two years, but after the 1st May 1866, it shall be deemed to be included in this lease.

8th.—The Rajah shall be competent to take whatever timber he may need for his personal use, or for the private requirements of his family.

9th.—The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted; on such compensation being paid, the Rajah will not object to the construction of the road.

10th.—The said Government shall have power to float down timber by means of streams, or open out roads for their conveyance, and to levy a tax on all timber floated down such streams or carried by such roads within the Rajah's territory. If any person shall float timber down such stream without having the Conservator's pass by him, or if the timber shall not correspond with the description given in the pass, such timber shall be deemed the property of Government, and the Conservator or his subordinate shall have power to confiscate it.

11th.—The sum of Rs. 10,000 shall be paid yearly by the British Government on fulfilment of the above recorded provisions, as consideration for the lease of all the Forests in the Rajah's territory.

12th.—The above recorded provisions shall hold good for 20 years from the 1st May 1864, but on expiration of that period, the British Government shall be competent to continue the lease for another term of 20 years, and similarly on expiration of the second term of 20 years shall be entitled to renew it for a further term, but the consideration to be paid for each such subsequent lease shall be determined by mutual agreement and consent of both parties, *viz.*, of the British Government and the Rajah Sahib.

This agreement shall be signed by both the contracting parties, and one copy of it shall be deposited with the British Government, and another copy be kept by the Rajah.

Executed this 2nd day of October 1865.

No. XXII.

Renewed Lease of Tehri Forests executed in 1885.

1. The Raja Partab Sah of Tehri hereby places at the disposal of the British Government the deodar forests in the Tons and Pabar valleys and the Sheopuri forests within his territory, the boundaries of which are set out in the schedule annexed. No person save the said Government shall have the right to take timber out of the said forests; but any privileges hitherto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

2. The said Government is authorised to take steps for the more complete conservation of any portion of the forests hereby placed at its disposal. The said Government may prohibit the grazing of cattle or opening of thoroughfares therein, with due regard to the existing privileges of villages which have hitherto exercised the right of grazing; and the Conservator of Forests may from time to time issue such further orders, with the approval of the Raja, as he may think proper for the more effectual protection of the trees.

3. No person shall be entitled to clear ground for building in the forest referred to in clause 2, nor shall any one be permitted to cultivate on the cleared ground in the midst of such forests.

4. The Raja shall aid to the utmost of his power in the protection of the forests and in the punishment of persons infringing the forest rules and regulations.

5. The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Raja, shall be enforced, and the Raja shall regard any infringement of those rules as an offence and shall punish the offender.

6. The Raja shall be competent to take whatever timber he may need for his personal use or for the private requirements of his family.

7. The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted. On such compensation being paid, the Raja will not object to the construction of the road.

8. The sum of Rupees 12,000 shall be paid yearly by the British Government in fulfilment of the above recorded provisions as consideration for the lease.

9. The above recorded provision shall hold good for twenty years from the 1st May 1885, and on the expiry of that period the British Government shall be entitled to renew it for a further term; but the consideration for such subsequent lease shall be determined by mutual agreement and consent of both parties (namely, of the British Government and of the Raja of Tehri) and based upon the fair value of the timber to be annually taken out. One copy of this Agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the British Government and another copy shall be kept by the Raja.

NOTE.—The above lease was submitted to the Government of India, Home Department (Forests), under letter No. 244-F.—12-59, dated 20th April 1885. Since its execution the Sheopuri Forests have been relinquished (30th June 1887) by Government, and instead of Rs. 12,000 (Article 8) Rs 9,000 are now paid by the British Government.

Schedule of boundaries of Tehri-Garhwal leased forests attached to the Jaunsar Division.

DEOTA FOREST, INCLUDING DEOTA, LAMBATACH, BAMSU, SURAS, AND KOTIGAD BLOCKS.

North.—A line demarcated by pillars from a point (pillar No. 28) on the Paji Dhar above Bargatgad, passing south of village lands of Makari, to a point on the Damrarigad (pillar No. 47).

East.—A demarcated line from the last mentioned point, passing above the Jajrari, Bamsu and Deota villages to the Bagiar stream, half a mile above its junction with the Tons (pillar No. 1).

South.—From the last mentioned point a demarcated line running above the old Khinari and Pokhari villages to a point on the Lohasudhar (pillar No. 11).

West.—From the last mentioned point a demarcated line skirting Karshi, Mainegaon, Bhatar and Dhamti villages to the point on the Pajidhar (pillar No. 28).

DATMIR FOREST.

North.—A demarcated line from a pillar on the main ridge between Tons and Rupin rivers to a point above Gungar village.

East.—From the latter point down the spur to a point on the bank of the Tons river.

South.—From this point, along the right bank of the Tons river to a pillar about three-fourth mile below the bridge near Datmir village.

West.—From the last mentioned point up the Sendrugad to the main ridge between the Tons and Rupin.

There is also a small detached block demarcated by ten pillars on the left bank of the Tons, below Datmir village.

CHAUSIL FOREST, INCLUDING DEDRAGAD, ANDRIGAD, GOHAL, AND SHALDAR BLOCKS.

North.—From pillar No. 1 at the source of Gattaigad along the Chausil ridge to a point above the waterfalls on the Jodargad.

East.—From the last point, along a ridge east of the Jodargad to pillar No. 83 above the Kunigad, thence by a demarcated line crossing the Jodargad, and above the Shaldar cultivation to pillar No. 63, on the northern boundary of the Suras block of the Deota forest.

South.—From the last point, along the boundary of the Suras block to pillar No. 62, and thence by a demarcated line round Gokul, Manda and Cheo cultivation to pillar No. 12 on the Kasla Manda ridge between Tehri-Garhwal and Kuental State to pillar No. 1.

West.—Along the boundary of Kuental State to pillar No. 1.

NORANU FOREST.

West and North.—From pillar No. 1 on main ridge between Shaldar and Noranagads, along the water parting of Rupin and Tons rivers to pillar No. 12 on Pariondanda.

East.—From pillar No. 12 by a demarcated line to pillar No. 11.

South.—From pillar No. 11 by a demarcated line above the cultivation of Noranu to pillar No. 1.

NAINTWAR FOREST.

West and North.—From pillar No. 18 along Rainudhars, separating the Rupin and the Tons rivers to pillar No. 1 on the Baladhar.

East.—Down the Bala and Kuba Karshadhars to pillar No. 46.

South.—By a demarcated line above the cultivation of Koarlu to pillar No. 18.

No. XXIII.

LEASE of TEHRI FORESTS executed in 1904.

This Indenture made the ninth day of September 1904 between H. H. Raja Sir Kirti Sah, of Tehri of the one part, and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

WHEREAS by an indenture of lease executed on the first day of May 1885 the forests lands specified in the Schedule thereto attached (together with certain other lands) were demised by the then Raja of Tehri, H. H. Raja Partab Sah, to the Secretary of State for a term of twenty years commencing from the 1st day of May 1885, AND WHEREAS the said Raja Sir Kirti Sah, the present Raja of Tehri, (hereinafter called "the Raja") has agreed to grant to the Secretary of State a fresh lease in respect of the forest lands specified in the Schedule A hereto attached (hereinafter called the "forests") and more particularly delineated in the plan or map hereunto appended, upon the terms and conditions hereinafter appearing, NOW THIS INDENTURE WITNESSETH and it is hereby agreed between the parties hereto that in consideration of the covenants hereinafter set forth and of the sums agreed to be paid by the Secretary of State to the said Raja, the said Raja doth hereby demise unto the Secretary of State for a period of twenty years commencing from the date at which the said lease of first of May 1885 shall terminate, that is to say, for a period of twenty years from the first day of May 1905 ALL THE forest lands specified in the Schedule A hereto attached (hereinafter called "the forests") and more particularly delineated in the plan or map hereunto appended upon the following conditions, that is to say:—

1. The Secretary of State shall have the exclusive right to remove timber from the said forests subject to the right hereby reserved of the said Raja to remove such timber as he may require for his personal use or for the private and personal requirements of his own family.

2. The Secretary of State shall maintain and permit the privileges hitherto enjoyed by ryots of removing wood for building purposes, for burning, for ploughs and for agricultural purposes generally.

3. The Secretary of State shall be entitled to take such steps as he may deem necessary for the protection and conservation of the said forests and subject to the grazing privileges hitherto accorded may prohibit and control the grazing of cattle or the opening of new thoroughfares in the said forests and may from time to time with the approval of the said Raja issue such further rules and regulations as may be deemed expedient for the protection and conservation of the said forests.

4. No person shall be permitted to clear land for the purpose of building or cultivation within the said forests without the previous permission of the Secretary of State.

5. The Raja shall aid to the utmost of his power in the protection and conservation of the said forests and shall punish all persons infringing the orders, rules and regulations prescribed for the said forests.

6. The Secretary of State shall be entitled to construct such buildings, slides, roads, bridges, or other works as may by him be deemed necessary for the exploitation of the forests provided that he shall in every case give fair and reasonable compensation for any loss or damage occasioned thereby to standing crops.

7. The Secretary of State shall pay to the said Raja eighty per cent. of the net profits accruing from the use of the said forests and shall render yearly accounts to the said Raja paying to him the said percentage at the Dehra Dun Treasury on or before the 1st day of August in every year commencing from the 1st day of August 1906.

8. In preparing the said accounts, all direct charges incurred on account of buildings, roads, planting operations, fire protection, export works and the like, shall be included under the heading of expenditure, and the Division and Direction charges shall be based on the proportion that the total gross revenue and expenditure of the forests herein leased bear to the whole revenue and expenditure respectively of the Division and of the Circle, exclusive of the Direction Division.

9. On the expiration of the said period of twenty years covered by these presents the Secretary of State shall have the option of renewal of these presents for a further term of twenty years, but the consideration to be paid for such renewal shall be determined by the mutual agreement and consent of both the parties hereto.

Schedule A.

The main block of the forests, including the Chansil, Kotigadh, Lambatach, Deota, Bamsu, Suras, Salhra and Noranu Blocks.

North.—From pillar No. 1 of the Chansil forests at the source of the Gattaigadh along the Chansil ridge to pillar No. 12 of the Noranu Block on Pharion Daula and thence along a dug line to pillar No. 11 of the Noranu Block.

East.—From pillar No. 11 Noranu Block along a dug line through Noranu Block pillars Nos. 10, 9, 8, 7, 6, 5, 4, 3, 2, to pillar No. 1; thence up the Topa Dhar to Trigonometrical Station 10227, where new pillar No. 84 of the Salhra forests will be situated; thence more or less in a direct line, which will be demarcated, to Trigonometrical Station 8590, where a new pillar No. 83-A will be placed; thence along a dug line through Salhra Block pillars Nos. 83, 82, 81, 80, 79, 78, 77, 76, 75, to pillar No. 74; thence along the boundary of the leased Chir forests through pillars Nos. 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170 to pillar No. 171; thence up the Sallagadh to pillar No. 47 of the Saras Block; thence along a demarcated line through pillars Nos. 48, 49, 50, 51, to pillar No. 52; thence more or less in a direct line, which will be demarcated, to pillar No. 57 of the Bamsu Block; then down the Bamsu Khud to pillar No. 58 and along a demarcated line through a series of pillars numbered from 59 to 80.

South.—From pillar No. 80 of the Deota Block along a demarcated line through series of pillars numbered from 1 to 14 of the Lambatach Block.

West.—From pillar No. 14 of the Lambatach Block along a demarcated line, through a series of pillars numbered from 15 to 40 of the Kotigadh Block; thence down the Charagadh to its junction with the Bannaligadh; thence up the latter gadh and the Chigadgadh to some rice cultivation at the junction of the Chigadgadh and a stream coming down from pillar No. 58; thence skirting this cultivation to the stream last mentioned; thence up that stream to pillar No. 58; thence along a demarcated line through a series of pillars numbered in inverse order, from 57 to 1 of the Chansil forest, whence the northern boundary started.

Note.—The existing cultivation in the neighbourhood of the Sandidhar and Chigadgadh will be demarcated and excluded, and the 5 "chaks" already demarcated in the Dedragadh will be excluded.

Kandar Block.

A small patch of forest to the south of the village of Laktwar demarcated by a dug line and 12 boundary pillars from 1 to 12.

Naintwar Block.

West and North.—From pillar No. 18, along Rainu Dhar, separating the Rupin and Tons rivers, to pillar No. 1 on the Bali Dhar.

East.—Down the Bali and Kuba Karshu Dhars to pillar No. 6.

South.—By a demarcated line above the cultivation of Koarbo to pillar No. 18.

Datmir Block.

North.—From pillar No. 4 situated on the main ridge between the Tons and Rupin Rivers along a demarcated line running north-east to Sankotop, a peak above the Gangar village.

East.—From the last-named point down the Amallichdhar to pillar No. 1 and thence along a demarcated line to pillar No. 2 situated on the right bank of the Tons.

South.—From pillar No. 2 along the right bank of the Tons to a point about ¼ of a mile below the junction of Sindurigadh with the Tons.

West.—From this point up a demarcated line to pillar No. 3 and thence up the Dhuichagadh to pillar No. 4 whence the northern boundary started. There is also a small detached block situated on the left bank of the Tons above the Datmir village demarcated by a dug line and pillars numbered serially from 1 to 10.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

(Sd.) KIRTI SAH,
Raja of Tehri.

(Sd.) L. A. S. PORTER,
Chief Secretary to Government, United Provinces.

HARI SINGH, *Witness.* *Witness* A. FRANCIS, *Naini Tal.*
THAKUR JEET SINGH „ „ F. C. RICHARDSON „

No. XXIV.

LEASE of the TEHRI CHIR FORESTS executed in 1895.

AN AGREEMENT made the 6th day of June One thousand eight hundred and ninety-five between His Highness Raja Kirti Sah of Tehri (hereinafter called "the Raja") and the Right Honourable the Secretary of State for India in Council (hereinafter called "the Secretary of State").

Whereas the Raja has agreed to lease certain portions of Chir forests in the Tons valley situated within his territory being 46,143 acres in extent or thereabouts to the Secretary of State for a term of 20 years, the said lease to be renewable on its expiry for a further term of 20 years.

AND WHEREAS the said portions of the Chir forests have been demarcated by the officers of the Forest Department in conjunction with officials deputed by the Tehri Darbar:

NOW IT IS HEREBY AGREED as follows:—

(1) In consideration of the sum to be paid as hereinafter mentioned, the Raja hereby leases to the Secretary of State for a term of 20 years the aforesaid portions of the Chir forests in the Tons valley, the portions of the Chir forests hereby leased (hereinafter referred to as the "leased forests") being delineated in the map attached to these presents and their boundaries more particularly set forth in the schedule hereto.

(2) The Secretary of State shall pay yearly to the Tehri Darbar a sum representing 80 per cent. of the net annual profits accruing from the leased forests.

(3) No person save the Secretary of State shall have the right to take Chir timber out of the leased forests; but any privileges hitherto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue and be maintained intact.

(4) The Secretary of State is authorized to take steps for the more complete conservation of any portion of the leased forests, and he may prohibit the grazing of cattle or opening of thoroughfares therein, with due regard to the existing privileges of villages which have hitherto exercised the right of grazing, etc., and the Conservator of Forests may from time to

time issue such further orders, with the approval of the Raja, as he may think proper, for the more effectual protection of the trees.

(5) No person shall be entitled to clear land for building purposes in the leased forests, or be permitted to cultivate any ground within the boundaries of the leased forests.

(6) The Raja shall aid to the utmost of his power in the protection of the leased forests and in the punishment of persons infringing the forest rules and regulations, but cannot be responsible for such infringements.

(7) The rules and regulations laid down by the Conservator of Forests in regard to the leased forests having been approved by the Raja shall be enforced, and the Raja shall regard any infringement of these rules as an offence, and shall punish the offender.

(8) The Raja shall be entitled to take whatever timber he may need for his personal use, or for the private requirements of his family.

(9) The Secretary of State shall be entitled to make any roads which he may require for the proper management of the leased forests; but if such roads are constructed in fields whether containing standing crops or not, he shall be bound to make compensation for any damage thereby caused.

(10) A balance-sheet showing the receipts and expenditure in connection with the management of the leased forests shall be sent annually for the information of the Darbar. Only such forest establishment as is specially and solely employed in working the forests shall be shown in the expenditure, and the total expenditure shall be limited to Rs. 4,000 a year or thereabouts.

(11) This agreement shall hold good for 20 years from 1st November 1895, and on the expiry of that period the Secretary of State shall be entitled to a renewal of it on the same terms and conditions for a further period of 20 years; provided always that the consideration for such further period shall be open to revision on the mutual agreement and consent of both parties.

(12) One copy of this agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the Government of the North-Western Provinces and Oudh on behalf of the Secretary of State, and another copy shall be made over to the Raja.

KIRTI SAH,
Raja of Tehri-Garhwal State.

H. F. EVANS,
Chief Secy. to Govt., N.-W. P. and Oudh.

Witnesses:

R. BHATTACHARJEE,
Secy. to H. H. Raja of Tehri-Garhwal State.

Witnesses:

P. HARRISON,
Under-Secy. to Govt., N.-W. P. and Oudh.

MIYAN J. B. SINGH,
Private Secy. to H. H. Raja of Tehri-Garhwal State.

C. D'MONTE,
Supdt., Govt. Sectt., N.-W. P. and Oudh, General Department.

Schedule of boundaries of Tehri-Garhwal leased Chir forests attached to the Jaunsar Division.

1. TONS FOREST, about 64 square miles, excluding half square mile of chaks, 63½ square miles.

South.—From pillar No. 1 at the junction of the Khunigadh stream, with the Tons river, up the said stream, there forming the boundary of the Jaunsar-Bawar pargana of the Dehra Dun district, to pillar No. 2 at a point where two main valleys coming from the Ringali peak meet; then generally eastwards first up a small stream to No. 3 on a road; then to No. 4 on a spur; then along and up the spur to No. 5; then by short lines across a valley through Nos. 6, 7, 8, 9, 10 to 11 on a small spur; then through No. 12 to No. 13 on the Lunigadh stream; then up that stream to its source on the main ridge at Suranukiser, pillar No. 14; then along the main ridge being the water parting between the Tons and Jumna rivers through pillars Nos. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 to pillar No. 25 at Saloglani.

East.—From the said pillar No. 25 north-east through pillar No. 26 to pillar No. 27; then in a north-westerly direction nearly parallel to the Garugadh stream through pillars Nos. 28, 29 to pillar No. 30 opposite Dumara village; then generally south through pillars Nos. 31, 32, 33, 34, 35, 36 to pillar No. 37; then north-west through pillars Nos. 38, 39, 40, 41, 42, 43 to pillar No. 44 on the Garugadh below Kharsari village; then down the Garugadh through pillar No. 45 to pillar No. 46; then eastwards up a long spur through pillars Nos. 47, 48, 49, 50, 51, 52 to pillar No. 53; then north across a valley to No. 54 on the Barfil Dhar; then a series of straight lines through pillars Nos. 55, 56, 57, 58, 59 to pillar No. 60 on the southern branch of the Miagadh; then down that stream to pillar No. 61; then a series of straight lines through pillars Nos. 62, 63, 64, 65, 66, 67, 68, 69 to pillar No. 70 on the northern branch of the Miagadh; then up that stream to pillar No. 71; then north to pillar No. 72; then west to pillar No. 73 then straight lines through pillars Nos. 74, 75, 76, 77, 78 to pillar No. 79 on the Southern Tons road; then along that road to pillar No. 80; then east through pillars Nos. 81, 82 to pillar No. 83; then straight lines through pillars Nos. 84, 85, 86 to pillar No. 87 on the Southern Tons road; then across the Tons river to pillar No. 88; then through pillars Nos. 89, 90 to pillar No. 91 on the Rupin river opposite Naintwar; then up the Rupin river to pillar No. 92; then across the Rupin river and up a spur through pillars Nos. 93, 94, 95, 96, to pillar No. 97; then straight lines through pillar No. 98 to pillar No. 99 on a small stream; then down that stream through pillar No. 100 to pillar No. 101; then generally north through pillar No. 102 to pillar No. 103 on another small stream; then down that stream through pillar No. 104 to pillar No. 105 on the Rupin river; then up a small stream called Hiwragadh to pillar No. 106; then a series of short straight lines above the Rupin river through pillars Nos. 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121 to pillar No. 122 on the Rupin.

North.—Down the Rupin river to pillar No. 123; then generally south-west and south lines above the Rupin river and more or less parallel to it through pillars Nos 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135 to pillar No. 136 on the Hadwar-dhar, which ridge runs up from the junction of the Rupin and Tons; then along that ridge to pillar No 137; then straight lines through pillar No. 138 to pillar No. 139 on a small stream; then down that stream to pillar No. 140; then west to pillar No. 141 on a spur; then along that spur through pillars Nos. 142 to 143; then north-west and north through pillars Nos. 144, 145 to No. 146; then west to pillar No. 147 on the Eastern branch of the Salragadh; then down that branch of the Salragadh to its junction with the Western branch pillar No. 148; then up the Western branch to pillar No. 149; then lines through pillar No. 150 to pillar No. 151 on the Salra ridge; then up the Salra ridge through pillars Nos. 152, 153 to pillar No. 154; then west through pillar No. 155 to pillar No. 156; then north through pillars Nos. 157, 158, to pillar No. D—82 of the leased deodar forest; then generally west past pillars Nos. D—81, D—80, D—79, D—78, D—77, D—76 to pillar No. D—75.

West.—From pillars Nos. D—75 to D—74; then a series of straight lines through pillars Nos. 159, 160, 161, 162, 163, 164, 165, 166, 167 to pillar No. 168 on a ridge called Sainjaldhar; then down that ridge to pillar No. 169; then by a side spur through pillar No. 170 to pillar No. 171 on the Sallagadh; then up the Sallagadh to deodar leased forest pillar No. D—47; then along the deodar leased forest boundary through pillar No. D—48 to pillar No. D—49 on the Saras spur; then down the spur to pillar No. 172; then a series of lines below the Saras village through pillars Nos. 173, 174, 175 to pillar No. 176 on a spur; then down the said spur through pillars Nos. 177, 178 to pillar No. 179 on a stream tributary of the Sallagadh; then up that stream to pillar No. 180 on the spur above Bamsu village; then down the spur to pillar No. 181 and on down a side spur to pillar No. 182 on Bamsugadh; then up the Bamsugadh to pillar No. 183 and by a small spur to pillar No. 184 on the ridge; then down the ridge above Thale village through Nos. 185, 186 to No. 187; then by a spur to pillar No. 188; then lines alternately south-east and south-west through pillars Nos. 189, 190, 191, 192 to pillar No. 193 on the right bank of the Tons river; then down the Tons river to pillar No. 1, whence the southern boundary started.

From this area will be excluded a series of chaks numbered in the map 1 to 72 and covering an area of about half square mile, all demarcated.

2. *Bindri Forest.*—About half square mile.

East.—From pillar No. 1 on the right bank of the Tons river about one mile above Thadiar bridge, demarcated straight lines northward through pillars Nos. 2 and 3 to No. 4 on the Bindri Khala; then up that stream to No. 5.

North and West.—Thence demarcated straight lines first generally south-west; then south-east through pillars Nos. 6, 7, 8, 9, 10 to pillar

No. 11 on the right bank of the Tons river about one mile above Thadiar bridge.

South.—Up the Tons river to pillar No 1.

3. *Goraiana Forest.*—About three-fourth square mile.

North.—From pillar No. 1 below Karoli village, a straight line to No. 2 on a small stream.

West.—Down that stream through pillar No. 3 to No. 4; then demarcated straight lines through pillars Nos. 5, 6 to pillar No. 7 above the Tons river.

South and East.—Two demarcated straight lines generally north-east through pillar No. 8 to pillar No. 1.

4. *Karoli Forest.*—About one and one-fourth square miles excluding chak.

South.—From pillar No. 9 above the Pabar river eastwards by straight lines through pillars Nos. 10 and 1 to pillar No. 2 above Karoli village.

East.—Thence straight lines touching the Lambatach deodar forest boundary at No. 5 pillar, through pillars Nos. 3, 4, 5 to pillar No. 6.

North.—Straight lines through pillar No. 7 to pillar No. 8 above the Pabar river.

West.—A straight line above and parallel to the Pabar river to pillar No. 9.

Remarks.—A demarcated chak containing about four acres is excluded from this area.

5. *Seroo Forest.*—About one and one-half square miles.

West and South.—From pillar No. 1 on the Garasnigadh about one-fourth mile above its junction with the Pabar river up the Singridar ridge to pillar No. 2; then a series of demarcated straight lines through pillars Nos. 3, 4, 5, 6 to pillar No. 7 on the Bher Bawotigadh.

East.—The Bher Bawotigadh to its junction with the Garasnigadh.

North.—The Garasnigadh to pillar No. 1.

6 *Ishari Forest.*—About three-fourth square mile excluding chaks.

West.—From pillar No. 1 about half mile above the Pabar river straight line northwards through Nos. 2, 3, 4, 5, 6 to No. 7 on the Bogdargadh, a tributary of the Pabar.

North.—Up that stream to No. 8.

East.—Straight lines generally southwards through pillars Nos. 9, 10, 11, 12, 13, 14, 15 to pillar No. 16 below Dhamti village.

South.—A straight line to pillar No. 1.

Remarks.—Two demarcated chaks numbered "5" and "6" in the map with an area of about eight acres are excluded from this area.

7. *Kalinch Forest.*—About four square miles excluding chaks.

North.—From pillar No. 1 on the spur at the junction of the Kotigadh stream with the Pabar river demarcated straight lines eastward through pillars Nos. 2, 3, 4, 5, 6, 7, 8, 9 and 10 to the Kotigadh stream; then up that stream to pillar No. 11; then demarcated lines generally eastwards through pillars Nos. 12, 13, 14, 15, 16, 17, 18 to pillar No. 19.

East.—Thence demarcated straight lines generally southwards and east of the Makurigadh through pillars Nos. 20, 21, 22, 23, 24 to pillar No. 25; then westwards to pillar No. 26; then north-west through pillars Nos. 27, 28 to pillar No. 29; then south through pillars Nos. 30, 31, 32 to pillar No. 33; then generally first south-west, then north, then south-west, then south, then south-west, and then south-east; demarcated straight lines through pillars Nos. 34, 35, 36, 37, 38, 39 to pillar No. 40, and the boundary of the leased deodar forest.

South.—The boundary of the leased deodar forest to pillar No. 41 near Pajidhar; then west to pillar No. 42; then demarcated lines first generally north and then generally west round Kalinch village through pillars Nos. 43, 44, 45, 46, 47, 48 to pillar No. 49.

West.—Demarcated straight lines through pillar No. 50 to pillar No. 1 whence the northern boundary started.

From this area will be excluded four chaks numbered 1 to 4 in the map and covering an area of about 18 acres, all demarcated.

KIRTI SAH,
Raja of Tehri-Garhwal State.

H. F. EVANS,
Chief Secy. to Govt., N.-W. P. and Oudh.

The 6th June 1895.

Witnesses:

R. BHATTACHARJEE,
Secy. to H. H. Raja of Tehri-Garhwal State.

MIYAN J. B. SINGH,
Private Secy. to H. H. Raja of Tehri-Garhwal State.

Witnesses:

P. HARRISON,
Under-Secy. to Govt., N.-W. P. and Oudh.

C. D'MONTE,
Supdt., Govt. Sectt., N.-W. P. and Oudh, General Dept.

III.—FARRUKHABAD.

BEFORE the cession of Rohilkhand to the British Government the Farrukhabad territory was almost entirely surrounded by the dominions of the Wazir of Oudh. A tribute of Rs. 4,50,000 was paid by the Nawab Rais of Farrukhabad to the Wazir. This tribute was ceded to the British Government by the Treaty with the Wazir of the 10th November 1801 (No. XLVII). In 1802 the Nawab ceded (No. XXV) the sovereignty of the province to the British Government, who settled on him and his heirs and successors a stipend of Rs. 1,08,000 a year.

The last Nawab Rais of Farrukhabad, Tafazzul Husain, rebelled in 1857. He surrendered on the 7th January 1859 under the proclamation of amnesty, and was tried before a Special Commission on various counts, charging him, *first*, with rebelling and waging war against the British Government, and acting as a leader and instigator in revolt; and, *secondly*, with being a principal and accessory, both before and after the fact, to the murder of many British subjects, Eurasian and Native. He was convicted and sentenced to death, and all his property was adjudged to be confiscated. But it came out on the trial, and was pleaded by the prisoner as a bar to the execution of the sentence, that before his surrender a letter had been written to him by Major Barrow, the Special Commissioner with the camp of the Commander-in-Chief, in which he was invited to surrender; and that in this letter he was told that pardon had been extended to all who had not personally committed the murder of British subjects, and that if he had not personally committed the murder of British subjects he might surrender without apprehension. Government condemned and disavowed this act of Major Barrow, but forebore in consequence of it from carrying out the capital sentence, on condition that Tafazzul Husain should immediately quit the British territories for ever. He was carried to Aden and sent across the frontier in the direction of Mecca, and warned that, if ever he set foot on British territory, the sentence of death which had been passed upon him would be carried out.

Tafazzul Husain died at Mecca on the 19th February 1882. His son, Asghar Husain Khan, is still alive and in receipt of a hereditary pension of Rs. 260-0-5 a month.

As regards the Treaty of 1802, it was held that, as between the British Government and the Nawab Rais, the treaty was cancelled by Tafazzul

Husain's rebellion, but that this breach of engagement by Tafazzul Husain did not of itself affect the right of third parties recognized or created by the treaty. The pension guaranteed by Article 2, and the property and annual payments guaranteed by Articles 3, 4, and 7, were therefore resumed, and a small subsistence allowance was granted to those who were dependent on these payments and had no other means of support, provided they took no part in and gave no encouragement to rebellion. But the pensions guaranteed by Article 5 and the rent-free land and jagirs alluded to in Article 8 were continued to the holders, provided they were not implicated in rebellion, and did not hold their pensions or lands on condition of service, the performance of which was no longer possible. These pensions have now been commuted to a large extent.

No. XXV.

TREATY with the NABOB of FURRUCKABAD—*4th June 1802.*

Treaty between the Honourable East India Company and the Nabob Imdad Hoossain Khan, for ceding to the Honourable the East India Company, in perpetual sovereignty, the province of Furruckabad and its dependencies, in commutation of the tribute hitherto payable by the said Nabob to the Honourable Company, concluded on the one part by the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, by virtue of full powers vested in him for that purpose by His Excellency the Most Noble the Governor-General, and on the other part by the Nabob Imdad Hoossain Khan Behauder, Nasser Jung, on behalf of himself, his heirs and successors.

ARTICLE 1.

It is hereby stipulated and agreed that the province of Furruckabad and its dependencies shall be ceded, in perpetual sovereignty, to the Honourable the East India Company, from the commencement of the Fussellee year 1210, the Nabob transferring to the Company his right and property in the same, with the exceptions hereafter mentioned.

ARTICLE 2.

With a view of providing for the maintenance and dignity of the Nabob Imdad Hoossain Khan Behauder, it is agreed that he shall receive a monthly allowance of nine thousand Rupees (or one lakh and eight thousand Rupees annually) which allowance shall be continued to his heirs and successors, and shall not be subject to any diminution, from any cause whatsoever. And it is further agreed that the said Nabob shall be treated on all occasions with the attention, respect, and honour due to his rank and situation, and to a friend of the British Government.

ARTICLE 3.

The Honourable the Lieutenant-Governor engages that two thousand Rupees yearly shall be allowed for the expenses of the Imaumbarrah; and that the amount of three thousand six hundred Rupees yearly, for the payment of the allowances to the separate mehals of the late Nabob Mozuffer Jung, hitherto paid by Omroo Begum, shall be distributed hereafter by the Nabob, who shall deliver the receipts for the same to the Company's Civil Officer; provided it should be found that these allowances have not been regularly paid by Omroo Begum.

ARTICLE 4.

In compliance with the Nabob's desire, the gardens formerly the property of his father, the village of Sereyah Neamutpoor, the forfeited houses in Furruckabad, and the property of the Ranee Souheb, shall be considered as his exclusive property, if there should appear to be no other person legally entitled to such property.

ARTICLE 5.

As the detailed list given in by the Nabob, of family connections and attendants, under the head of pensions, and the list delivered in by Kherud Mund Khan, are in many respects different, and as it is the intention of the British Government that provision should be made for persons whose claims to pensions shall appear to be well founded, it is hereby agreed that the rights of the different claimants shall be inquired into by the civil officer appointed by the British Government, in conjunction with the Nabob, and that Sunnuds shall be granted, under their joint seals and signatures, agreeably to which Sunnuds the pensioners shall be paid by the Nabob, who will deliver their receipts to the Company's Civil Officer.

ARTICLE 6.

The authority of the Court of Adawlut shall not extend to the person of the Nabob; but as his connections and dependants are undefined, and as it is the object of the British Government to introduce a fair and impartial administration of justice throughout the province of Furruckabad, it is agreed that whatever complaints may be preferred against any of the Nabob's dependants, shall, in the first instance, be referred to the Nabob, and, in the event of the complainant not receiving speedy justice, or being dissatisfied with the Nabob's decision, the complaint shall be decided in the Court of Adawlut.

ARTICLE 7.

In compliance with the Nabob's request, allowances shall be granted to the undermentioned persons, to be continued so long as their conduct shall be satisfactory to the British Government and to the Nabob:—

Emaum Khan	Rs. 5,000	annually.
Purmul Khan and Muhammad Khan	,, 5,000	,,
Rhodan Buksh, Phi Vakeel, on the part of the Nabob, to attend the Civil Officer appointed to Furruckabad	,, 4,000	,,
Ahmed Buksh and Muhammad Zellah	,, 2,000	,,

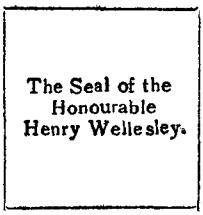
ARTICLE 8.

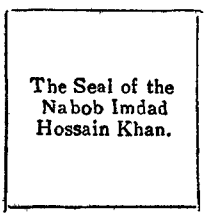
The rent-free lands, the daily and yearly pensions, and the jaghires, shall be continued, if upon a fair investigation they shall appear to have been established previously to the death of Mozuffer Jung.

ARTICLE 9.

This Treaty, consisting of nine Articles, having been settled and concluded at the City of Bareilly, on the 4th day of June 1802, corresponding with the 3rd day of Suffer, 1217 Hegira, the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, has delivered to the

Nabob Imdad Hoossain Khan, Nasser Jung Behauder, a copy of the same in English and Persian, under his seal and signature, and the said Nabob has delivered to the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces, another copy of the same, under his seal and signature, and the Honourable Henry Wellesley engages to procure within the space of thirty days, a ratification of the Treaty, under the seal and signature of His Excellency the Most Noble the Governor-General.





(Sd.) HENRY WELLESLEY.

N.B.—This Treaty was ratified by the Governor-General in Council, the 24th June 1802.

IV.—BENARES.

This family was founded by Mansa Ram, Zamindar of Gangapur, who died in 1740, and was succeeded by his son, Raja Balwant Singh. Balwant Singh joined Shah Alam and Shuja-ud-Daula in their invasion of Bengal in 1763. He joined the British camp with the Emperor after the battle of Baxar, and in the arrangements made with the Emperor in 1764,* his zamindari was transferred from Oudh to the British Government. The arrangements thus made were disapproved by the Home Government, and when the Treaty of 1765 was concluded with Shuja-ud-Daula, the estate of Raja Balwant Singh was restored to Oudh, the Nawab engaging to continue him in possession on condition of his paying the same revenue as before (*see* Art. 5 of Treaty of 1765, No. XXXIV).

In 1770, on the death of Balwant Singh, the Wazir of Oudh wished to dispossess the family, but the British Government compelled him to recognize the succession of Chait Singh (son of Balwant Singh by a Rajput mistress) and to grant him (in 1773) a Sanad (No. XXVI) under their guarantee. By the Treaty concluded with the Nawab Wazir of Oudh in 1775 (No. XXXIX) the sovereignty of the districts dependent on Raja Chait Singh was ceded in perpetuity to the British Government. A Sanad (No. XXVII) was however given to the Raja in 1776 confirming him in his zamindari, and the civil and criminal administration thereof, subject to an annual net payment of Sicca Rupees 22,66,180, and on condition of his adopting measures for the interest and security of the country and the preservation of the peace. The Raja was also allowed to coin money.

In 1778 it was proposed that the Raja should be required to pay a subsidy of five lakhs of rupees for the maintenance of three battalions of sepoys. He consented to the arrangement for one year. The contribution was again levied in 1779 and in 1780, and the Raja was also required to employ his cavalry for the general service of the State. Chait Singh manifested great reluctance to meet these demands and to fulfil his feudal obligations to the British Government. He was also believed to be secretly disaffected and to have corresponded with the enemies of the British Government, and he was therefore put under arrest in his own house in September 1781, by order of Warren Hastings, the Governor General, who had proceeded in person to Benares to confer with the Raja. A tumult ensued, in which the

* See Delhi Volume VIII.

military guard over the Raja were cut down and the Raja escaped. Chait Singh collected his troops, and appealed for aid to some of the princes of Hindustan. But his troops were defeated in several petty skirmishes, and the rebellion was crushed. Raja Chait Singh was deprived of his estate, which was given in September 1781 (No. XXVIII) to his nephew, Raja Mahip Narayan, lineal grandson of Raja Balwant Singh by a daughter, the offspring of his wife, Rani Gulab Kunwar, on payment of a yearly tribute of forty lakhs of Benares Sicca Rupees, subject to deductions as compensation for the loss of certain rights enjoyed by his predecessors (No. XXIX). The civil and criminal administration of the city of Benares, together with the power of the mint, were taken out of the new Raja's hands. Raja Chait Singh took refuge with Sindhia, and died at Gwalior in 1810.

In 1794 an Agreement (No. XXX) was concluded with Raja Mahip Narayan for the purpose of introducing into the province of Benares the same system of judicial and revenue administration as had been established in 1793 in the provinces of Bengal, Behar, and Orissa, the Raja agreeing to accept one lakh of rupees a year in commutation of his rights in the province, exclusive of the jagirs and *altamgha* grants constituting his Family Domains; in these the Raja or his officers were to retain jurisdiction in revenue matters or charity ground, etc., subject to the Collector's advice and the orders of the Governor General in Council.

Raja Mahip Narayan died in September 1794, and was succeeded by his son, Udit Narayan Singh. On the 30th September 1796 Udit Narayan Singh was granted a Sanad (No. XXXI). In 1826 Mr. W. W. Bird was appointed Special Commissioner to enquire into the grievances which were alleged to be rife in the Family Domains, especially in the pargana of Bhadohi. In consequence of Mr. Bird's report Bengal Regulation VII of 1828 was passed, and was amended subsequently by Act XIV of 1881.

Raja Udit Narayan Singh died on the 4th April 1835, and was succeeded by his nephew and adopted son, Ishwari Prasad Narayan Singh, who was granted a Sanad (No. XXXII), dated the 29th July 1835. For his loyal services in the mutiny, he received from the Government of India in 1859, as a personal distinction, the title of "Maharaja Bahadur." In March 1862 the Maharaja received the assurance by a Sanad (No. XXXIII) that, on failure of natural heirs, Government will permit and confirm any adoption of a successor made by himself or by any future Chief of his Estate that may be in accordance with Hindu law and the customs of his race. On the 1st January

1877 he was created a Knight Grand Commander of the Star of India. Maharaja Ishwari Prasad died in June 1889, and was succeeded by his nephew and adopted son, Prabhu Narayan Singh. The title of "Maharaja Bahadur" was conferred upon Prabhu Narayan Singh in the same year, together with the privilege, which was enjoyed by his immediate predecessor, of being addressed by the title of "Highness", both being personal distinctions. He was also created a Knight Grand Commander of the Indian Empire on the 1st January 1898.

The relations of the Raja with the paramount power in respect of his Family Domains are defined by Bengal Regulation VII of 1828, and Act XIV of 1881 passed in amendment thereof. In the management of the Family Domains the Raja exercises the powers of a Collector of Land Revenue, and as such is subordinate to the Superintendent appointed by the Government to supervise the general administration of the Domains. The Commissioner of the Benares Division is ex-officio Superintendent, but his judicial functions are delegated to the Deputy Superintendent, a member of the Civil Service specially appointed for the purpose. The Courts of the Family Domains maintained by the Raja exercise jurisdiction in revenue matters and civil disputes relating to land, subject to appeal to the Superintendent and the Board of Revenue of the United Provinces. The criminal administration is in the hands of the Magistrates of Benares and Mirzapur. Under the orders of the Government of India, a revenue settlement of the lands constituting the Family Domains was made by a British officer, the operations lasting from 1831 to 1836. A second settlement of the three parganas was carried out between 1864 and 1888. The Family Domains have been specially exempted from the operation of Act XVIII of 1871 (Road Cess Act), but by Act III of 1904 the Raja is empowered to levy a local rate from the tenants of the Domains, and to apply it to local purposes. The Domains are also exempted from the operations of the Patwaris Act, but the Raja levies a patwari cess and maintains a staff of kanungos and patwaris.

The Family Domains consist of the parganas of Kaswar Raja or Gangapur in the Benares district, and Kera Mangraur (or Chakia) and Bhadohi in the district of Mirzapur. Their area is 983 square miles, with a population, according to the census of 1901, of 438,544. The rental is estimated at Rs. 10,30,109 out of which Rs. 3,12,577 are paid as revenue to the British Government.

The Raja of Benares receives a salute of 13 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

No. XXVI.

TRANSLATION of the new KOWLNAMA, or AGREEMENT, given by the NAWAB SHUJAH-UL-DOWLAH to RAJAH CHEYT SING,—*6th September 1773.*

The affairs of the zemindary and tahud of the Circar of Benares, and Circar Chunara, and of the mehals of Juanpoor, Bejeypoor, Buddohy, Suknesegurrah, Mulboos Khan, Circar Gazeepoor, Sikinderpoor, Khereed Shadeyabad, Toppeh Serinch, etc., which were under the charge of Rajah Bulwunt Sing, deceased, I do hereby grant and confirm unto you, upon their former footing: it is necessary that, after deducting the nankar and half of the jaghire of Buddohy, you monthly and annually pay into the treasury of the Circar the established and stated payments. By the favour of God, whatever is promotive of your honour shall be performed, and exclusive of the jumma specified in the kabooleat of the present Fussullee year 1178, no increase shall ever hereafter be demanded, and if you remain firm and steady in your obedience and in the payment of your rents, no harm shall, by any means, happen to your ryots or country. By the Word of God, and of the Holy Koran, and of the blessed Imaums, this Agreement is made between me and my heirs, and you and your heirs, and it shall never be deviated from.

Dated this 18th day of the moon Jemmadie-ul-Saany, in the year 1177 Hegira, answering to the 6th September 1773 English style.

(A true translation.)

(Sd.) WILLIAM REDFEARN,
Persian Translator.

TRANSLATION of the POTTAH given by the NAWAB SHUJAH-UL-DOWLAH to RAJAH CHEYT SING,—*22nd November 1770.*

The Circar of Benares and Chunara, and the mehals of the Circar of Juanpoor, etc., including land-rents, and sayer duties, and Havely Mahomedabad (Benares), Mulboos Khana, Pergunnah Booder, etc., Talook of Sekima Mow, in the dependencies of the Pergunnah Khaundas, Pergunnah Buddohy, Luknesegur, Bejeypoor, Circar Gazeepoor, Pergunnah Sikinderpoor, Khereed Shadeyabad, and Toppeh Serinch, etc., land-rents and sayer duties included; after deducting the dustoor dewanny, nankar, half of the jaghire of Buddohy and the other exempted jaghires, and whatever has formerly been allowed as deductions; I do now fully grant and make over to you, in the terms of your kabooleat, from the first of Khareef, 1178, in consideration of the sum of Benares Cum Sunna Rupees 22,48,449, Assel and Ezafa, as specified underneath, clear of all expenses of Sebundy. It is necessary that you pay

the above sum to the Circar, according to the stated and established kists, year by year; and by the favour of God there shall never be any deviation from this Agreement.

PARTICULARS, *viz.*:—

Paid by Rajah Bulwunt Sing, as follows:—

Benares	12,00,607	
Buddohy	1,30,000	
Lucknesegur	16,000	
Bejeypoor	2,00,000	
Gazepoor	5,00,000	
Shadeyabad	40,000	
		20,86,607
Deduct nankar, half of the jaghire of Buddohy and Altemgah, etc.		88,158
Net Revenue paid by Rajah Bulwunt Sing		19,98,449
Increase settled with Rajah Cheyt Sing		2,50,000
Net Revenue to be paid by Rajah Cheyt Sing		22,48,449

Dated the 27th of Rejub, in the year of Hegira 1184.

(A true translation.)

(Sd.) WILLIAM REDFEARN,
Persian Translator.

From the GOVERNOR to RAJAH CHEYT SING.

At this time, the Vizier of the Empire having given you an Agreement, under his hand and seal, which I have countersigned and also affixed my seal to, it is necessary that conformably thereto, and according to the Treaty concluded at Allahabad by Lord Clive and the Vizier respecting Rajah Bulwunt Sing, your deceased father, you, with the greatest cheerfulness, pay to the Vizier the rents thereby established; in which case the Company will always attend to your welfare, and afford you their care and protection, and in the Agreements aforementioned there shall never be any breach or deviation.

(A true translation.)

(Sd.) WILLIAM REDFERAN,
Persian Translator.

No. XXVII.

TRANSLATION of the SUNNUD granted to RAJAH CHEYT SING, for the ZEMINDARY of GAZEEPORE, BENARES, etc.,—*15th April 1776.*

Be it known to the mutsuddies in office, present and to come, canongoes, mukudums, ryots, cultivators, to all the inhabitants and people resident and belonging to Circar Benares, Gazeepore, and Chunara, in the Soubah of Allahabad; that whereas, by virtue of a Treaty with the Nabob Ausuf-ul-Dowlah, concluded on the 20th of Rubby-ul-Ewul, 1189 Hegira, or 21st of May 1775, the government and sovereignty of the Circars above-mentioned has been ceded to the Honourable East India Company, from the 4th of Jemmadie-ul-Awul, 1189 Hegira, or 4th July 1775; the said East India Company, therefore, pursuant to the rights thereby obtained, do confirm unto Rajah Cheyt Sing the zemindary, aumeeny, and foujedarry of the said Circars, agreeably to the zimmun, together with the kutwallies of Juanpore and Benares, and the Mint of Benares, from the said date. Whatever gold and silver shall be coined in the Mint, the said Rajah shall coin conformably to his muchulka; he is not to be in the smallest particular remiss in the observation and execution of the several duties incumbent on him. He is to behave with moderation and kindness to the ryots and people; to promote the cultivation and increase of inhabitants and produce of the lands; expelling thieves, nightly assaulters, and robbers; and so effectually punishing the disturbers of the peace, that no trace of them may be seen; and he is to pay a tribute of 23,40,249 Benares Muchleedar Rupees or 22,66,180 Calcutta Siccas, annually, to the Company's treasurers. Should he receive orders to pay the above revenue at Benares, he shall, in that case, pay the sum of 23,40,249 Benares Muchleedar Rupees, each rupee to weigh ten massa, and to contain two ruttees and two chowls of alloy, and no more: should the weight be less or the alloy more, he shall make up the deficiency. Whenever the money shall not be wanted at Benares, he is to remit the annual amount of 22,66,180 Sicca Rupees, punctually, agreeably to his kists, by monthly payments at Calcutta. In consideration of which he shall be allowed a deduction of 2 per cent., amounting in all to Sicca Rupees 44,434-14-5, account hindowunny, which being deducted, the net amount is 22,21,745-1-15 Sicca Rupees of Calcutta, which he is to pay at that place. After the settlement of accounts at the end of the year, he shall, in the customary manner, receive credit for his payments; and he is by no means to collect the prohibited Abwab of the Durgah of His Majesty. This Sunnud being granted is to remain in force. You, the mutsuddies and persons above-mentioned, are to regard the said Rajah as the truly and lawfully possessed of the zemindary, aumeeny, and foujedarry of the above Circars; and to acknowledge his authority in the several acts appertaining thereunto. Know that we have here issued the most strict and positive commands, and obey them accordingly.

Written on the 25th of Suffer, 17th Sun, or 15th April 1776.

Signed by the Governor-General and Council.

The Zimmun.

The office of the zemindary of Circar Benares, Gauzepore, Chundara, the kutwally, the duties of the Mint, in the Soubah of Allahabad, have been conferred upon the great Chief, Rajah Cheyt Sing Behauder, also the aumeeny and foujedarry.

Mehals 19, viz.:—

Circar Benares, Chundara, Circar Gauzepore, Mehals of Jaunpore, comprehending maul and duties, Havely Mahumud Abad, Benares; the Labs Daums, or for supplying clothing to the King; Pergunnah Bhadury; the Talook of Sukramrow, in Chundar; Suktegar, Bidgepoor, Secunderpore, Thireed; Shadyabad, Tuppa Seringa; the kutwally and duties of Benares free; ditto ditto of Jaunpore, ditto; the mehal of the Mint of Benares, ditto; the Benares Mukeemi, or brokerage; the Sungwozinee, or stone-weighing of Benares, and the other mehals; yatesaundby, or office of Mutesaub of Benares.

POTTAH granted to CHEYT SING.

This Pottah, containing the underwritten stipulations, is granted unto Rajah Cheyt Sing Behauder.

Circar Benares, Gauzepore, Chunar, and the mehals of Circar of Jaunpore comprehending the maul and duties, Havely Mahumud Abad, Benares the Khausdums in Pergunnah Bhaudry; Talook of Sunkeramrow, in Pergunnah Chunara; Suktesgurra, Bijeepoor, Circar Gauzepoor, Pergunnah Sekunderpoor Khurreed, Shadyabad, Patna, Sirkunjea, including the kutwally duties of Jaunpore and Benares; the Mint of Benares; the mokeemy, yatisaub, and stone-weighing, both maul and duties; and the Dewanny dustoor, excepting the nankar of half the jaghire of Bhaudree, the exempted jaghire and ayma, which have been inserted for a length of time in the accounts as deductions; all the articles of the Tahud are settled upon you from the 4th Jemmadie-ul-Auwul, 1189 Hegira, or the 4th July 1775 English, at a stipulation per annum of 23,40,249 Mahidar Benares Rupees, not short of the weight of ten massa each, and not containing a greater portion of alloy than two ruttees and two berinjees, agreeable to your muchulka and kabooleat. This sum you will therefore pay. But should it not suit the convenience of the Company to receive it at Benares, you are to pay it in Calcutta, in Sicca Rupees of Calcutta, amounting in which specie to 22,66,180 Sicca Rupees. The amount of the hoondeean, or exchange, allowed you at the rate of 2 per cent., is Rupees 44,434-14-5, which being deducted, the net sum will be 22,21,745-1-15 Sicca Rupees of Calcutta. This you are to pay without the least deduction or depreciation whatever in the course of each year, by monthly payments agreeable to your separate kistbundy. This you are to pay without any allowance for Sebundy. You will remit the money to Calcutta, without fail, conformable to the said kistbundy.

Particulars of the Tribute, viz.:—

	Rs.	a.	p.	Rs.	a.	p.
Former Kabooleat				20,86,607	0	0
Deduct:						
Nankar	9,800	0	0			
Exempted lands	8,000	0	0			
Maaffy, fourth part and Syry Sicca .	2,358	0	0			
Half Jaghire of Bhadway . .	67,500	0	0			
Atamgau of Mussumaut Narad Bano	500	0	0			
				88,158	0	0
				19,98,449	0	0
Add:						
Nuzzeranah	90,000	0	0			
Tuppa	34,207	12	0			
Nukume, etc.	1,800	0	0			
				1,26,007	12	0
Increase:						
Total.	2,50,000	0	0			
Deduct	34,207	12	0			
				2,15,792	4	0
Benares Rupees				23,24,949	0	0
Batta to reduce them into Siccas				74,069	0	0
Remain Sicca Rupees				22,66,180	0	0
Deduct Hindooaurin				44,434	14	5
Remains net amount in Siccas				22,21,745	1	15

Written on the 26th of Suffer, 17th year, or 15th April 1776.

KABOOLEAT or AGREEMENT executed by RAJAH CHEYT SING, for the ZEMINDARY of BENARES, etc.

Whereas a Treaty has been concluded between the English East India Company and the Nabob Asoph-ul-Dowlah Chia Cawn Behauder, Huzzubber Jung, Nazim of the Soubah of Allahabad, under date the 20th of Rubbee-ul-Awul, 1189 Hegira, or the 21st of May 1775 Christian, whereby the sovereignty of the Circars Benares, Gazeepore, Chunara, etc. hath been ceded to the English East India Company, from the 4th of Jammadie-ul-Awul 1189 Hegira, or the 4th July 1775 Christian, and the Company having granted the zemindary, the aumeeny, and the foujedarry of the aforesaid Circars, together with the kutwallies of Benares, and Juanpore, etc., and the Mint of Benares, unto me, from the above date; I do hereby voluntarily consent and agree, under my hand, that whatever coins shall be struck in the said Mint shall be

conformable to a separate obligation which I have executed under date the 25th of Zihigâ, in the 17th year of the reign, and delivered to the Government for the Company. It shall be my duty to do everything that may be needful and usual for the interest and security of the country; provide for the welfare of the inhabitants; to be attentive to the increase of cultivation and improvement of the revenues; to use my endeavours in such manner to expel robbers and assassins, and to punish offenders of every kind that not a trace of them may be left. And I will pay the annual revenue of Government, being at Benares, Muchlidar Rupees of Benares 23,40,249, each Rupee to weigh no less than 10 massa, and to contain no more alloy than 2 ruttees and 2 chowls; any deficiency of this standard to be made good. If the Government shall not have occasion to receive the same at Benares, I will in such case pay it at Calcutta annually, by monthly payments, according to kistbundy, and conformably to the tufussul zile or particulars in the margin, the sum being Calcutta Sicca rupees 22,66,180, including nuzzeranah, etc., but deducting on account of hoondyan or exchange a premium of 2 per cent., which premium of 2 per cent., upon the whole sum, being Sicca Rupees 44,434-14-5, I will accordingly deduct before remitting the remainder to the Company's treasury at Calcutta, so that after the deduction of exchange I shall pay net and without further deduction into the treasury at Calcutta the sum of Calcutta Sicca Rupees 22,21,745-1-15 at the end of each year; after payment of the same and observing the conditions agreed upon, I shall receive a release or discharge in full, wherefore I have written this Agreement to be adhered to accordingly.

In the margin follows a list of monthly instalments.

Signed by the Raja.

Seal of the Rajah.

Dated 25th Suffer, 17th Sun, corresponding with the 15th April 1776 Christian.

TRANSLATION of RAJAH CHEVT SING'S AGREEMENT relative to duties.

Whereas the duties of the sayers dependent on me have been fixed and decreed in the presence of the Governor at the following rates, which are to be taken from the English and Indostan Merchants, without distinction; for this cause I give in writing that I will demand no more, nor will consent to an exemption in favour of any man, excepting broadcloth, and lead and copper purchased at the Company, which shall be accompanied by a letter from the Governor; on these I will consider the duties as excused and discontinued, nor in any respect interrupt or impede them.

	At Chowsa.	Zeemanee.	Ghesly.	Seapore and Gungapore.	Mirzapore.	Cudewa.	Durra.	Gazeepore.	Total.
	St. Rs.	St. Rs	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.a.p.
On Kerana, as dry Ginger, Pepper, &c., per tunghy of 6 Mirzapore mds.	0 8 0	0 7 3	0 7 3	1 13 9	1 15 9	0 4 9	0 6 6	3 1 3	9 0 6
On Cloth, Silk, Cloves, Nutmegs, &c.	1 4 0	0 15 0	1 0 0	5 10 0	7 9 3	0 10 3	0 12 6	5 3 0	23 0 0
On Tin, Toothnaque, &c.	0 8 3	0 7 6	0 7 6	1 14 0	2 13 0	0 7 0	0 6 9	3 0 0	10 0 0
On Iron	0 4 3	0 3 3	0 3 9	0 11 0	0 15 3	0 2 0	0 2 0	1 14 6	4 8 0
On Copper	0 8 3	0 7 9	0 8 0	3 6 9	0 3 15	0 7 9	0 6 6	3 4 0	13 0 0
On Cloth, per bale containing 6 pieces	0 14 3	0 14 3	0 7 6	3 4 6	0 3 9	0 5 0	0 6 0	2 3 6	12 0 0
On Cotton	0 6 6	0 6 0	0 6 0	1 8 0	0 2 4	0 5 9	0 4 9	2 15 0	8 8 0
On Chatta, &c., Coarse Cloth	0 3 6	0 3 6	0 3 6	1 2 6	0 3 5	0 3 3	0 3 0	1 5 3	6 13 0
On Betel-nut	0 6 0	0 6 0	0 6 0	1 9 0	1 10 0	0 3 9	0 5 3	2 2 0	7 0 0

At Benares 2 per cent. on the purchase price as usual.

No. XXVIII.

POTTAH granted to RAJAH MAHIPNARAIN BEHAUDER, of BENARES,—*14th September 1781.*

Whereas, the Circar of Benares and Chunar and the mehals of the Circar of Jawenpoor, both maul and sayer, and Havely Mahomedabad, Benares, and the Daums of the Molboos-khana and the pergunnah Bheddohee and the talook of Sungramow dependent on the pergunnah of Chunda and Sukteesghur, and the pergunnah Cunteel, called Beejeypoor, and the Circar of Gauzepoor, and the pergunnah of Secunderpoor, and Khereed and Shadikabad and Tuppee Serincha, with the maul and sayer and kutwalley of Jawenpoor, and the Mokeeme and Yettisaub, and Sangwozinee of Benares, both maul and sayer, with the dustoor dewanny, besides half of the jaghire of the pergunnah Bheddohee, &c., and the maâfee to the Rozeenadars, and other expenses of the Husubminhayee, conformable to your kabooleat, have been granted to you, from the beginning of the month of Assin, 1189 Fussellee, answering to the 14th September 1781, at the agreement of forty lakhs of Sicca Rupees, struck in the town of Benares, as a fixed and perpetual sum, without alteration, for every year, and from that amount the sum of 6,66,666-10-10 (six lakhs sixty-six thousand, six hundred and sixty-six Sicca Rupees, ten annas and ten gundas) for this year, which is 1189 Fussellee, on account of devastations, &c., in the two months of disturbances, having been remitted, the

remaining account of the Maulwajib maulguzarry of the Sicca being 33,33,333-5-10 (thirty-three lakhs, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca coin, of due standard and weight, agreeably to the separate kistbundy and kabooleat which you have written and delivered under your own seal; you will, month by month, without excuse or delay, and without the expense of the Sebundy and other expenses conformable to the kists mentioned in them, pay duly as the khazana to the Circar, and in the next year the fixed and perpetual yearly amount, jumma of forty lakhs of Sicca Rupees, which you have agreed to, and the kistbundy of which also you have delivered under your own seal into the dufter of the Circar; conformably thereto you will yearly discharge as the maulguzarry to the Circar. By the blessing of God, from this Agreement, in no instance, shall there ever be any deviation or failure.

The Bundobust of the year 1189 Fussellee.

	Rs.	a.	p.	Rs.	a.	p.
Conformably to the papers	49,06,002	12	0			
Increase to the advantage of the Circar	4,00,000	0	0			
				53,06,002	12	0
Deduct the jaghires, &c.:						
Jaghire of Benoram Pundit	25,000	0	0			
Ditto of Bundoo Khan	2,000	0	0			
Ditto of Jaghernaut Surbadar	1,200	0	0			
Restored to the Rozeenadars	33,296	0	0			
				61,496	0	0
				52,44,506	12	0
Deduct the expenses of Mehals, Amanee, &c.:						
The expenses of Mehals Amanee	41,119	6	10			
Maafee Maumoulee	1,02,598	8	10			
				1,43,717	15	0
				51,00,788	13	0
Deduct the Mehal of Keiraghur, of which the Maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Behauder				1,98,046	14	0
				49,02,741	15	0
Deduct my jaghire, &c., with those of my dependents:						
Half the Pergunnah of Bheddohee	1,58,341	0	0			
The Pergunnah of Mahaiche	60,000	0	0			
The Pergunnah of Siedpoor	54,000	0	0			
My salary, &c., and those of my dependents	6,30,400	15	0			
				9,02,741	15	0
				40,00,000	0	0
Deduct the devastations, &c., of two months' disturbances				6,66,666	10	10
Balance, Benares Sicca Rupees				33,33,333	5	10

From the year 1190 Fussellee a fixed and perpetual sum.

	Rs.	a.	p
Conformably to the former Bundobust	33,33,333	5	10
Increase taken from the deductions on account of the devastations, &c. .	6,66,666	10	10
Total, Benares Sicca .	40,00,000	0	0

Dated the 1st of Assin, 1189 Fussellee, answering to the 14th September 1781.

(A true copy.)

(Sd.) EDWARD COLEBROOKE,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

KABOOLEAT of RAJAH MAHIPNARAIN BEHAUDER,—*14th September 1781.*

I, Rajah Mahipnarain Behauder:

Whereas, the zemindarry of the Circar of Benares and Chunar, and the mehals of the Circar of Jawenpoor, both maul and sayer, and Havely Mahomedabad, Benares, and the daums of the Mulboos Khana, and the Pergunnah Bheddohee, and the Talook of Sungramow, dependent on the Pergunnah of Chanda, and Suktusgur and Cunteel, called Beedjeypoor, and the Circar of Gazeepoor, and the Pergunnah of Secunderpore, and Kheerud and Shaaduabad, and Tuppee Serincha, with the maul and sayer and Kutwally of Jawenpoor, and the Mookeemee and Yettisaub, and Sangwozinee of Benares, and the entire mehals, both maul and sayer, with the dustoor dewanny of the Soubah Illahabad, besides the Mehal of Keeraghur, of which the maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Ausuf-ud-Dowlah Behauder, and the mehals of the jaghires held by the Rozeenadars, and the expenses agreeably to the Husubminhayee, or account of deductions, has been given in perpetuity to me from the Honourable Company, at the fixed and perpetual yearly sum of forty lakhs of Benares Sicca Rupees, of full weight and standard, I have agreed to it, of my own free and entire will; and of that amount the sum of 6,65,666-10-10 (six lakhs, sixty-six thousand, six hundred and sixty-six Rupees, ten annas and ten gundas) having been remitted and deducted on account of the devastations, &c., in the two months' disturbances for this year 1189 Fussellee, I have acknowledged, without hesitation, the remaining sum of 33,33,333-5-10 (thirty-three lakhs, thirty-three thousand, three hundred and thirty-three Rupees, five annas and 10 gundas) of Benares Sicca standard, to be due from me, as the Maulwajib of the Circar for the

said year ; and having written and delivered under my seal, upon a separate paper, the kistbundy of it, I engage and deliver in writing to this effect, that I will, agreeably to the kistbundy, month by month, without excuse or delay, duly pay the Khazana Aumeera of the Circar in the town of Benares ; and at the end of the year I will take a receipt and discharge the whole. And the jumma of the next year, 1190 Fussellee, having been settled for the entire sum of forty lakhs of Benares Siccas, as the perpetual and fixed sum for every year, that I also do include in this kabooleat, and engage that I will without excuse or delay, agreeably to the kists of the same, discharge, month by month, the Khazana Aumeera of the Circar, and that I will, without fail, pay the money of the Rozeenadars, &c., conformably to the Husubminhayee, and take a receipt for it; and that employing myself in the duties and affairs in my zemindarry, I will not neglect or be deficient in any one point of diligence and care, but I will behave with the greatest attention to the ryots, and to all people of every rank ; and I will exert my utmost abilities in the cultivation and population of the country, and the increase of the revenues, so that it may improve daily: and I will act with such vigour in expelling thieves, night robbers, murderers, and all evil-doers, that not one of them shall remain within my zemindarry, and that no crimes and offences shall be heard of. I have, therefore, delivered these few lines in the nature of kabooleat, that it may be made use of when necessary.

Dated the 1st of Assin, 1189 Fussellee, answering to the 14th September 1781.

(A true copy.)

(Sd.) EDWARD COLEBROOKE,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

AGREEMENT of RAJAH MAHIPNARAIN, BEHAUDER, for the payment of the arrears.

Having been ordered from the Presence to collect and pay the Circar whatever balances remain of Cheyt Sing's administration, to the end of the year 1188, I therefore represent, that whatever I can collect of the balances for the above year I will pay to the Circar.

(A true copy.)

(Sd.) EDWARD COLEBROOKE,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

REQUESTS of RAJAH MAHIPNARAIN, to which he is hopeful that the GOVERNOR-GENERAL'S signature may be affixed.

ARTICLE 1.

Of the Mint and the Adaalet, &c., agreeably to the following list, whatever part shall be divided from my bundobust, I hope that the receipts of that may be deducted in the maulguzarry. 1, The Mint; 2, The Adaalet; 3, The Foujedarry; 4, The Kutwally of Benares; 5, The Nekhal; 6, The Brokerage from strangers; 7, The Farlashe; 8, The Rumar Khana; 9, The Dustoor upon rings.

ANSWER TO ARTICLE 1.

Of the Mint and Adaalet, &c., agreeably to the above list, whatever may be the average receipts for the five last years shall be deducted in the maulguzarry; but for the tax upon strangers, which out of regard to the welfare of the people and the population of the country, I have annulled, you shall have no deduction.

ARTICLE 2.

Whatever may be granted from the Presence to the zemindars, &c., for their support, I am hopeful may be deducted in the maulguzarry.

ANSWER TO ARTICLE 2.

The former zemindars and possessors, who received allowances and support, and who were in possession to the end of last year, and who are not included in the paper delivered to the Presence, shall be continued. Besides these, whatever further allowance for support may be made from the Presence to any zemindar, &c., shall be deducted in the maulguzarry.

ARTICLE 3.

Whatever may be the expenses on account of commission of English gentlemen, &c., I am unable to supply them: on this point I request your orders.

ANSWER TO ARTICLE 3.

Whatever article may be commissioned, you shall receive the price of it; besides, on the Company's account, there shall be no commission.

ARTICLE 4.

The way that the bundobust of affairs has been settled is well known to the Presence. In providing the Maulwajib of the Circar, wherever I may see the means of making an increase of profit, I will make the bundobust accordingly. I am hopeful that no one may receive indulgence from the Presence.

ANSWER TO ARTICLE 4.

Wherever you may see the means of making an increase of profit, you will make the bundobust accordingly. No one shall receive indulgence from the Presence.

ARTICLE 5.

I am hopeful that the troops which shall be appointed from the Presence for the protection of the Circar of Benares, etc., may be stationed agreeably to my request.

ANSWER TO ARTICLE 5.

Wherever troops may be necessary, they shall be stationed.

ARTICLE 6.

Respecting the balances to the end of the year 1188, during Cheyt Sing's administration, I have been ordered from the Presence to collect and pay them to the Circar, I therefore represent that whatever of the balances for the above year I can collect, I will pay to the Circar.

ANSWER TO ARTICLE 6.

Agreed.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

No. XXIX.

SANAD granted to RAJA MAHIP NARAIN BAHADUR for the ZAMINDARI of BENARES, GHAZIPUR, CHUNAR, etc.—*1781.*

Be it known to the Mutsaddis in office, present and to come, kanungos, mukaddams and people, resident in and belonging to Sircar Benares, Ghazipur and Chunar, in the Subba of Allahabad, that the Governor General and Council of the Provinces of Bengal, Behar and Orissa, acting on the part of the Honourable East India Company of England, have in virtue

of the powers vested in them, and of the right obtained to them by a treaty concluded with the Nawab Asaf-ud-dowla on the 20th Rabi-ul-awal, 1189 Hijri, or 21st May 1775, in which the sovereignty of the Sircars, above mentioned, was ceded to them, from the 4th Jamadi-ul-awal, in 1189 Hijri, or 4th July 1775, appointed Raja Mahip Narain to the zamindari of the said Sircar and to the Amini and Faujdari of the towns and places of the same, agreeable to the Zimmun, except the adalat and Faujdari of the Town of Benares, the powers of the said Raja in that town extending only to the collection of its revenues and to the appointment of officers acting under his authority for that purpose. The said Raja is appointed also to the Kotwali of Jaunpur.

He is not to be in the smallest instance remiss in the observation and execution of the several duties incumbent on him, he is to behave with kindness and moderation to the ryots and people of the Zamindari, he is to promote the cultivation and produce of the lands, and the increase of their inhabitants, he is in all places under his authority to expel thieves, nightly-assaulters, murderers, and all evil-doers and so effectually punish the disturbers of the peace that none shall remain. Thus shall the honour and credit of the East India Company be strengthened, and with them his own. He is in no place to erect forts nor any sort of defences whatsoever within the limits of the Zamindari, nor is he to entertain in his employ any troops either horse or foot, for any purpose whatsoever without the order or permission of the Governor General and Council or their successors.

The power of levying forces and erecting and maintaining fortresses are always considered as royalties or appurtenances of the Sovereign State, and will not be exercised by him accordingly; whenever the assistance of troops shall be required to enforce the collection of the revenue or to maintain good order and tranquillity in the country such troops shall be the troops of the Company, furnished by the orders of their representatives.

In consideration of the grant thus made to the said Raja Mahip Narain of the said Zamindari, which is granted to him in perpetuity, while on his part he shall duly fulfil the conditions of it, he is also to pay yearly at Benares unto the said East India Company or any person appointed by its representatives to secure the same, the fixed sum of forty lakhs of Benares Sicca Rupees of full weight and standard, and the said sum of forty lakhs of Benares Sicca Rupees is to be paid as aforesaid in the monthly kist, hereinafter mentioned; but as the rebellious conduct of the late zamindar of this country may in its consequences have been productive of devastations, the Governor General and Council have been pleased to deduct on this account from the revenue of the present year, 1189 Fasli, the sum of six lakhs, sixty-six thousand six hundred and sixty-six Benares Sicca Rupees ten annas and ten gundas such deduction leaving the amount payable to the Company for the present year thirty-three lakhs thirty-three thousand three hundred and thirty-three Benares Sicca Rupees five annas

and ten gundas, which is to be paid in the following months and according to the proportions fixed opposite to each of them :—

In Aswin	10,000	0	0
„ Katik	15,000	0	0
„ Aghan	2,78,000	0	0
„ Pus	2,78,000	0	0
„ Magh	2,78,000	0	0
„ Phagun	2,78,000	0	0
„ Chait	2,78,000	0	0
„ Baisakh	2,78,000	0	0
„ Jeth	2,78,000	0	0
„ Asarh	2,78,000	0	0
„ Sawan	2,78,000	0	0
„ Bhadon, which is the end of the year	8,06,333	5	10
Total for the year 1189, Benares Sicca	33,33,333	5	10

The said Raja Mahip Narain is also to pay the Sircar whatever balance he shall be able to collect of the late Raja's administration for the year 1188, with respect to the year 1190 Fasli, and to all future years his revenue is to be paid in the following monthly instalments :—

In Aswin	2,90,000	0	0
„ Katik	2,90,000	0	0
„ Aghan	2,90,000	0	0
„ Pus	2,90,000	0	0
„ Magh	2,90,000	0	0
„ Phagun	2,90,000	0	0
„ Chait	2,90,000	0	0
„ Baisakh	2,90,000	0	0
„ Jeth	2,90,000	0	0
„ Asarh	2,90,000	0	0
„ Sawan	2,90,000	0	0
„ Bhadon, which is the end of the year	8,10,000	0	0
Total for the year 1190, and all future years	40,00,000	0	0
and this amount as well as the sum of Sicca Rupees	33,33,333	5	10

for the year 1189 is to be duly and regularly discharged without any deduction whatsoever, excepting the sum allowed to him as an annual compensation for the loss of the profits derived by the former Raja from the Mint at Benares, the business of that office being to be placed in other hands, and the sum allowed as an annual compensation for the loss of the profits which he would have received had the management of the business of the Adalats, Kotwali, and the collection of the duties called Nikas and Kimar Conna in the said town been left to him as it was to Chet Singh.

These sums are to be deducted from the annual amount of his malguzari, and shall be conformable to the average receipt of the late Raja on their account for the last five years, certain jagirs having been granted by Government to persons whose names are recited in the Raja's kistbundi of this date, and certain charity allowances given to the rozinadars, etc., as recited in the same, the Raja is to be careful that the order of the Government be punctually and strictly attended to. He is to be heedful also by no means to collect the prohibited Abwab of the Durga of His Majesty.

The engagements stipulated in this Sanad having been duly fulfilled, the Raja shall in the customary manner receive credit for his payments, and in addition to the receipts given monthly for his monthly malguzari by the person authorized to receive it on account of the Company farighkhati or general discharge shall be given him at the end of each year, when due, by the Governor General in Council.

This Sanad being granted is to remain in full force. You, the Mutsaddis and persons above mentioned, are to regard Raja Mahip Narain as truly and lawfully possessed of the zemandari, aumini and faujdari of the above Sircar in the manner and to the extent recited in it and to acknowledge his authority in the several acts appertaining thereunto. Know that I, Warren Hastings, Governor General in the name, and with the powers of the Governor General in Council, who are the Company's representatives, have here issued the most strict and positive commands, and obey them accordingly.

Written on the 14th September 1781, answering to the 1st Aswin, 1189 Fasli.

(Sd.) WARREN HASTINGS.

(Sd.) E. HAY,
Sub-Secretary to the Honorable Governor General in Council.

The Zimmun.

The office of the zamindari of Sircar Benares, Ghazipur and Chunar, the kotwali of Jaunpur, the duties and the aumini and faujdari within the limits of the said zamindari in the Subah of Allahabad, excepting the adalat and faujdari of the town of Benares have been conferred upon the great Chief, Raja Mahip Narain Singh, Bahadur.

Sircar Benares.
Sircar Chunar.
Sircar Ghazipore.

The mahals of Sircar Jaunpur, comprehending both mal and sayer.
Haveli Mohemedabad, Benares.
The mahals of the Mulbus Khas.
The pargana Bhadohi.
The taluka Sungra Mow dependent on the pargana of Chandah.
Saktisghur.
Cantit, otherwise called Bijepore.
Secunderpore.
Kherid.
Shadiabad.
Tuppe Serencha.
The Mokkem of Benares.
The Yettismab of officer—Muttussui of Benares.
The Sungwazini or:—weighing of Benares and the other mahals.

(Sd.) WARREN HASTINGS.

No. XXX.

TRANSLATION of an AGREEMENT with RAJAH MAHIPNARAIN for the ZEMINDARI of BENARES,—*27th October 1794.*

The Governor General in Council being at this time desirous to introduce, with the consent of Rajah Mahipnarain, the Zemindar, into the Zilla of Benares, for the advantage thereof, the same system and rules for the administration of justice and for the concerns of the revenue as was in 1793 established within the Provinces of Bengal, Behar, and Orissa during the Government of Marquis Cornwallis, and the said Rajah having, after consideration of the said circumstances, agreed to and approved thereof, so as that from the beginning of 1202 *Fussilee*, the administration of justice, which hath hitherto remained in the hands of natives, shall be conducted by English gentlemen, and that there shall also be separately appointed a Collector (being in like manner a British subject) for the realization of the revenue, whilst the duties of the Court of Appeals are to be conducted under similar regulations as are provided to that effect in Bengal, and for as much as the support of all these establishments will occasion to the Hon'ble Company's Government an increase of expense at the same time that under the operation of the permanent settlement concluded in 1197 the resources from the district bear also, under the favour of the Almighty, a prospect of increase ; therefore with a view to provide for the said charges, which are solely to be incurred for the prosperity and advantage of the four Sircars

composing the Zillah of Benares, the following articles have, with the privity of the Governor General in Council, been settled and concluded on between the said Rajah and Mr. Duncan, to be observed and followed in time to come, from the introduction of the new establishments :—

Article the 1st.—Out of the surplus revenue, over and above the 40 lakhs of rupees, which including the articles of deduction were stipulated to be payable by Rajah Mahipnarain, according to the estimrary pottah which he received from the Hon'ble Warren Hastings, Esquire, in the year 1781, one lakh of rupees per annum is, without fail, to be received from the Moolky Treasury by Rajah Mahipnarain, exclusive of the jaghirs and altumghas that are now in his possession, and the remaining surplus is to be annually expended in this district, and applied, under the authority of the Company's Government, towards the charges of the civil and judicial establishments in the support of the new and old Courts, and for the maintenance of the pautsalla or Hindoo college, and for repairing the roads and constructing bridges, and promoting the cultivation, &c.

2nd.—The revenue settlement made of the lands within the Raje of Benares, &c., having taken place with the privity and approbation of Rajah Mahipnarain Sing, Bahader, the pottahs, receipts, and farigh-khutties, or acquittances thereof, are passed under the seal and signature of the said Rajah to the aumils, zemindars, and farmers, and the dufter or office, and khazanchi or treasurer of the said Rajah, having always remained for the carrying on of the country (*i.e.*, revenue) business, the said signature, seal, office and treasurer are to remain in force and to be continued as usual.

3rd.—In case of complaints relative to revenue causes or charity ground, &c., being preferred to the Huzoor (*i.e.*, the English Government) by any parties residing within the jaghir and altumgha, &c., the personal or private lands of Rajah Mahipnarain Sing, the enquiry thereunto shall be made in like manner as such cases were amicably conducted between Mr. Duncan and the Rajah, that is, that since the gentleman holding the station of Collector will have more concern and connection with such matters than the other gentlemen, the rule shall be that with the privity and ascertainment of the said Collector (who is to have regard to the honour and dignity of the said Rajah), such causes are to be settled through the channel of the said Rajah, or of the officers of the said Rajah's cutcherry, it being at the same time understood and provided that as it is a duty incumbent on the Hon'ble Company's Government to distribute and ensure the attainment of justice to all the inhabitants of Benares, should it so happen that after referring such complaints to the Rajah, or to his officers in the cutcherry, the contentment of the parties complaining and aggrieved shall not be obtained, the Rajah shall, relative to the adjustment of such causes, listen to, and approve of, the suggestions and advice of the Collector, in like manner as hath been practised in the time of Mr. Duncan; and it is also incumbent on the said Collector, in all proper and just cases, to show the utmost attention possible to the Rajah's accommodation, and to hold in view the maintenance of his honour and dignity, such being entirely consistent with the wishes of Government; and if (which God forbid) any such subject

should arise as cannot be settled between the said Collector and the Rajah aforesaid, the decision on such cause shall depend on the Governor-General in Council.

Wherefore this ekrarnama hath, with the privity and approbation of the Governor-General in Council, been written and concluded between Rajah Mahipnarain Sing, Bahader, the Zemindar of the Zillah of Benares, &c., and Mr. Duncan, who is at present in the station of Resident at Benares, on the part of the Government of the English East India Company.

Dated the 27th October 1794.

(A true translation.)

(Sd.) JONATHAN DUNCAN,
Resident.

No. XXXI.

SANAD granted to RAJA UDIT NARAIN SINGH BAHADUR,—*1796.*

Be it known to the Mutsaddis in office, present and to come, Zamindars, Chaudhris, Kanungos, Mukaddams, cultivators and residents of Sircars Benares, Chunar, Jaunpur and Ghazipur, &c., in the Suba of Allahabad.

Whereas the Zamindari of the Sircars of Benares, &c., had after the expulsion of Raja Chet Singh, been assigned by the Company's Government to Raja Mahip Narain Singh Bahadur who from that date appears to have acted to the satisfaction of the Company and strictly in accordance with the terms laid down in the agreement dated 27th October 1794, corresponding with 2nd Rabi-ul-sani 1202 Fasli which had been entered into between him and the Hon'ble Jonathan Duncan, the Chief Officer at Benares, with the knowledge and sanction of His Excellency the Governor-General and in the management of his zamindari. He having lately died, therefore in consideration of the just rights of his son Raja Udit Narain Singh Bahadur the zamindari of the above together with the jagir mahals and altumgha, &c., belonging to him have with the same privileges and rights as enjoyed by his father Raja Mahip Narain Singh, deceased, been allotted and assigned to him from the Kharif, 1203 F. S., by the Company's Government, you the mutsaddis, &c., should therefore consider the said Raja as permanent zamindar of the Sircars, &c., alluded to and shall obey such of his orders as may be favourable to the interests of Government and at the same time advantageous to the ryots, and you shall not require from him a new Sanad every year and the Raja will be bound to comply with the stipulation specified in the above agreement and to exert himself in

accordance with those terms in the management of his zamindari so that we shall hear good accounts of his management. Be careful to carry the above orders into execution.

Written on the 30th September 1796 or 17th Asin 1203 F.

NO. XXXII.

SANAD granted to RAJA ISHRI PRASAD NARAIN SINGH BAHADUR,—*1835.*

Be it known to the Mutsuddies in office, present and to come, Choudhris, Kanungos, Mokaddams, cultivators, ryots and residents of Sircars Benares, Chunar, Jaunpur and Ghazipur, &c., in the Suba of Allahabad.

Whereas the zamindari of the Sircars of Benares, &c., had after the expulsion of Raja Chet Singh been assigned by the Company's Government to Raja Mahip Narain Singh Bahadur who from that date would appear to have acted strictly in accordance with the terms laid down in the agreement dated 27th October 1794 corresponding with 2nd Rabi-us-sani, 1202 Fusli, which had been entered into between him and the Hon'ble Jonathan Duncan, Chief Officer at Benares, under sanction of His Excellency the Governor-General and given satisfaction in the management of his zamindari.

After his death Raja Udit Narain Singh Bahadur, his son, was confirmed in the zamindari under a Sanad dated 30th September 1796 on the same terms as were entered into by his father who also gave satisfaction and gained the favour of Government. He having lately died, therefore, in consideration of the just rights of his adopted son, Raja Ishri Prasad Narain Singh Bahadur, the zamindari of the above Sircars, together with the jagir, Mahals and altumgha, &c., belonging to him have been with the same privileges and rights as enjoyed by his father, Raja Udit Narain Singh, deceased, granted unto him from Kharif, 1242 Fasli, by the Company's Government.

You, the mutsaddies, &c., should therefore consider the said Raja as permanent zamindar of the Sircars, &c., above mentioned and shall obey such of his orders as may be favourable to the interests of Government and at the same time advantageous to the ryots and you should not require from him a new Sanad every year and the Raja will be bound to comply with the stipulations specified in the above agreement and to exert himself in accordance with those terms in the management of his zamindari, so that we shall hear good accounts of his management. Be careful to carry the above orders into execution.

Written on the 29th July 1835, corresponding with 2nd Rabi-us-sani 1235 Hijri or 19th Sawan, 1242 Fasli.

No. XXXIII.

ADOPTION SUNNUD granted to HIS HIGHNESS MAHA RAJAH ISHEREEPERSAUD NARAIN SING BAHADOOR, BENARES,—*11th March 1862.*

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to repeat to you the assurance, which has been already communicated to you on the 24th April last, that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

PART II.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

OUDH.

The founder of the Oudh family was Saadat Khan, who was appointed Subadar of Oudh in the reign of Muhammad Shah. He was succeeded by his son-in-law, Safdar Jang, who died in 1753, and was succeeded by his son, Shuja-ud-Daula, who was created Wazir by the Emperor Shah Alam.

After his defeat at Baxar in 1764 (see Delhi, Vol. VIII), the Wazir, having retreated to his own dominions, obtained the assistance of a body of Marathas. They were, however, defeated in a skirmish at Kora, and the Wazir, reduced to extremities, threw himself on the generosity of the British Government. The arrangements which had been made with the Emperor in 1764, by which he ceded Ghazipur and Benares to the Company, being himself put in possession of all the rest of the Wazir's dominions, were disapproved by the Court of Directors. It was considered expedient to preserve the dominions of the Wazir as a barrier against the Marathas, and therefore, by the Treaty of 1765 (No. XXXIV), the Wazir was restored to all his territories, except Allahabad and Kora, which were given to the Emperor for the support of his dignity and expenses.

Some uneasiness was still felt as to the designs of the Wazir, who had the Emperor completely in his power, and who was ambitious of recovering Kora and Allahabad. It was therefore thought necessary to enter into a new Engagement (No. XXXV) in 1768 for the restriction of the Wazir's army to 35,000 men,* none of them to be equipped or drilled like English troops.

*Cavalry	10,000
Infantry	10,000
Najibs	5,000
Artillery	500
Irregulars	9,500

At this time the position of the Marathas was most threatening. The Emperor had put himself in their hands and had been placed by them on the throne of Delhi; but he had no real power, and his name was used as a

cloak for the justification of the Maratha usurpations. On leaving Allahabad in 1771 the Emperor put the Wazir in possession of the fort. But when the Marathas extorted from him the cession of Kora and Allahabad, it was deemed necessary for protection against the Marathas, that both the fort of Chunar and the fort of Allahabad should be held by English troops, and Agreements (Nos. XXXVI and XXXVII) to this effect were executed on the 20th March 1772. The grant of Kora and Allahahad to the Marathas was considered to be contrary to the meaning of the Treaty of 1765, by which these districts were given to the Emperor for the support of his dignity, and as the Emperor had abandoned possession of them, they were sold in 1773 (No. XXXVIII) to the Wazir for fifty lakhs of rupees, and at the same time the Wazir agreed to pay Sicca Rupees 2,10,000 a month for each brigade of English troops that might march to his assistance.

In 1775 the Wazir Shuja-ud-Daula died, and was succeeded by his son Asaf-ud-Daula. On his accession a new Treaty (No. XXXIX) was concluded confirming him in the possession of Kora and Allahabad; raising the payment for British troops to Rs. 2,60,000 a month for each brigade that crossed his border; and ceding to the British Government in full sovereignty all the districts dependent on Raja Chait Singh of Benares, including Benares, Jaunpur, and Ghazipur (see Benares). In his pecuniary obligations to the British Government the new Nawab soon fell deeply into arrears. Pressed by his pecuniary embarrassments, the Nawab endeavoured to deprive the mother of Shuja-ud-Daula and his own mother, the Bahu Begam, of the property which had been left them. In 1775 the Bahu Begam complained that Rs. 26,00,000 had been extorted from her. An Agreement (No. XL), however, was made between her and her son, Asaf-ud-Daula, which was guaranteed by the English Government, maintaining her in the full enjoyment of her jagirs and property.

In 1781, at a personal interview with Warren Hastings at Chunar, a new Treaty (No. XLI) was negotiated to give relief to the Nawab by the withdrawal of all the English troops, except a single brigade and one additional regiment, and authorising the Nawab to resume jagirs, but requiring him to grant equivalent pensions to jagirdars whose estates were guaranteed by the British Government. The Nawab took advantage of this concession to resume the jagirs of the Begams, which were subsequently in part restored, and to deprive them of their treasures on the alleged ground of their being implicated in Chait Singh's rebellion (see Benares). Warren Hastings'

share in these transactions formed one of the charges against him on his impeachment.

The weakness of the Nawab's government prevented the withdrawal of the English troops as provided for by the Treaty of 1781. When Lord Cornwallis assumed the government in 1786 the Nawab pressed for some mitigation of his burdens. It was not deemed safe to reduce the British troops, but an arrangement (No. XLII) was made in 1787, by which the Nawab's payment was fixed at Rs. 50,00,000 a year in lieu of all claims, and a large portion of the balance due to the British Government was remitted.

In the following year a commercial Treaty (No. XLIII) was concluded with the Wazir, providing for the levy at fixed places of an *ad valorem* duty on goods, and prohibiting the levy of transit duties by landholders and others.

The pecuniary difficulties in which the Wazir continued to be involved arose chiefly from his incapacity and misgovernment. In 1797 Sir John Shore paid a visit to Lucknow, to induce the Wazir to reform his administration, and to pay part of the increased military establishment which it had been found necessary to keep up. An Agreement (No. XLIV) was at this time made, by which the Wazir undertook to pay for one additional regiment of European and one of Native cavalry, provided the annual cost should not exceed five and a half lakhs of rupees.

In 1797 Asaf-ud-Daula died, and his reputed son, Mirza Ali, was acknowledged as his successor. His paternity having been afterwards proved to be spurious, he was deposed, and Saadat Ali, the eldest surviving son of Shuja-ud-Daula, and the brother of Asaf-ud-Daula, was proclaimed in his stead. On the accession of Saadat Ali in 1798 a Treaty (No. XLV) was concluded, by which, among other arrangements, the Wazir's payment to the British Government was raised to seventy-six lakhs a year, and the minimum British force to be maintained in the country was fixed at 10,000 men. At the same time the Wazir made an Agreement (No. XLVI) with the Bahu Begam, granting her certain jagirs in Gonda and Fyzabad under the guarantee of the British Government.

The Wazir's army was an armed rabble, ill-disciplined, and would have been rather a source of danger than a help had the invasion of Zaman Shah from Afghanistan, with the anticipations of which the people of India were

periodically alarmed, taken place. In 1799, therefore, the Marquis Wellesley addressed the Wazir with a view to induce him to disband his troops and replace them by a British subsidiary force. Major Scott was deputed to conduct negotiations for the above purpose, and to secure, by a cession of territory from the Wazir, a resource for the regular payment of the subsidy. The Wazir was very reluctant to agree to the proposals made to him, and threatened to abdicate in favour of his son. But at length, after protracted negotiation and the deputation of the Honourable Mr. Wellesley, the Governor-General's brother, to Lucknow, a Treaty (No. XLVII) was signed on the 10th November 1801, by which the Wazir ceded to the British Government lands in the Doab and the whole of Rohilkhand, yielding a revenue of Rs. 1,35,23,474, in lieu of the subsidy and all future expenses incurred in defending his territory; reduced his troops to four battalions of infantry and one of najibs, 2,000 cavalry and 300 golandaz; and agreed to introduce a good system of government in his remaining territories. The treaty also provided for the free navigation of the Ganges and other rivers, where they formed the mutual boundary of the British territories and Oudh. At a personal interview with the Wazir at Lucknow, the Governor-General, after some discussion, settled various points arising out of the Treaty of the 10th November which remained to be adjusted, and explained the general principles which should regulate the connection and intercourse between the two States as resulting from the treaty. The results of this conference were embodied in a Memorandum (No. XLVIII), of which a copy, signed and sealed by the Governor-General, was delivered to the Wazir.

In 1812 a Treaty (No. XLIX) was made with Nawab Saadat Ali to prevent disputes arising out of the frequent changes in the course of the rivers forming the boundaries between the British territories and Oudh. The Treaty related merely to the prevention of disputes between the two States, and had no reference whatever to the rights of zamindars.

Saadat Ali Khan died on the 11th July 1814, and was succeeded by his eldest son, Ghazi-ud-Din Haidar. On his accession Engagements (No. L) were exchanged between him and the Governor-General, declaring all treaties and engagements made with the late Nawab to be in full force to all intents and purposes.

During the negotiations with Saadat Ali Khan, which led to the cession of Rohilkhand in 1801, the Bahu Begam had offered to make the English

Government her heir on condition that she should be released from dependence on her grandson, and that her connections and dependants should be secured in the undisturbed possession of their property. It was believed that the Wazir's principal objections to the proposed treaty for the cession of Rohilkhand proceeded from the expectation of his acquiring great wealth on the Begam's death. The Governor-General therefore expressed his intention of accepting the Begam's offer. The arrangements, however, were never completed, and in consequence of the altered relations between the Wazir and the Begam, after the conclusion of the Treaty of 1801, Government eventually declined the bequest.

In 1808 the Begam executed a will, making the British Government heir to the residue of her property, after maintaining certain jagirs and pensions, and paying certain sums for the construction of a mausoleum, &c. Government, however, declared its intention of yielding the legacy to the Wazir and making over the residue of the property to him. The will was subsequently revoked, and a Deed of Deposit (No. LI) was executed in 1813, the provisions of which the British Government guaranteed to execute so far as depended on them. The arrangements proposed were, with the Begam's consent, disclosed to the Wazir, who was assured that he would be acknowledged by Government as the Begam's heir on his agreeing to the whole of the purposes of the will. To this arrangement Ghazi-ud-Din Haidar intimated his assent in a letter to the Resident, received on the 4th August 1814. This letter forms the last annexure to No. LI.

The Begam died on the 15th December 1815, leaving property to the value of Rs. 99,48,916. After her death it was proposed to embody the obligations of the British Government and the Wazir in regard to her property in a treaty. But as the Nawab expressed an unwillingness to execute any further documents, which were unnecessary after his engagement in 1814, the treaty was not pressed on him. All the personal property of the Begam was made over to the Wazir on his paying into the British treasury Rs. 56,84,082, the interest on which was to yield certain pensions, which by the Deed of Deposit were to be defrayed from the funds left by the Begam. These pensions are now known as the Amanat Wasikas or trust pensions. But besides these there were certain jagirs and pensions payable from the Oudh treasury, in case of the diminution or resumption of which by the Wazir the British Government was to make a provision of corresponding

amount for the holders from the residue of the Begam's property. To this class belonged the pensions of Mirza Ali, Salar Jang and his three sons, and the several members of the Khas Mahal. The pensions of Mirza Ali, Salar Jang and his three sons were subsequently provided for in the arrangements made with the Wazir for the payment of the first Oudh loan. Of the Khas Mahal pensions, three, namely, those of Lutf-un-Nisa, Mirza Muhammad Taki Khan, and Mirza Nasir, and their children, aggregating Rs. 6,000 a month, were secured by the guarantee of the British Government. These are now known as the Zamanat Wasikas or security pensions.

In 1814, when Lord Moira proceeded to the upper provinces to be near the scene of action in the Nepal war, he was visited at Cawnpur by the Nawab, who offered him a crore of rupees as a free gift. The gift was declined, but a loan of Rs. 1,08,50,000 at 6 per cent. per annum was accepted, the interest, namely, Rs. 6,51,000 being devoted from the 14th November 1814 to defray certain stipends (No. LII) guaranteed by the British Government. The principal of lapsed stipends was repayable to the Oudh Government, and up to 1855 there had been repaid at various times Rs. 72,42,765, leaving outstanding at 6 per cent. Rs. 36,97,235.

In the month of March 1815, in consequence of the vast expenditure during the Nepal war, Government applied to the Nawab for a second loan of one crore of rupees at 6 per cent. On the conclusion of the war, this second loan was extinguished in 1816 by the cession (No. LIII) to the Nawab, of the district of Khairigarh and the Tarai lands conquered from the Gurkhas, between the Gogra on the west and the district of Gorakhpur. By the same treaty a part of the district of Gorakhpur was ceded by the British Government in exchange for the tract of country intervening between the British districts of Jaunpur, Mirzapur, and Allahabad.

In 1825 the Wazir, who, in 1819, had been raised by the British Government to the dignity of King, proposed that the British Government should cede to him a portion of its territories in exchange for a sum of money. There were, however, insuperable objections to the alienation of any portion of British territory. But as the Government were suffering from the financial difficulties caused by the protracted hostilities in Burma, and as the King's treasury was full, a proposal was made to take a loan of a crore of rupees at 5 per cent. interest from His Majesty. The interest of this loan was by a Treaty (No. LIV), dated the 17th August 1825,

devoted in perpetuity to the payment of certain stipends, and the British Government agreed to be the protector of the honour and prosperity of the stipendiaries.

In the following year a fourth loan of half a crore of rupees was taken at 5 per cent. interest, repayable after two years. Before his death, in 1827, the King, Ghazi-ud-Din Haidar, requested that this loan might be made perpetual, and that the interest should be devoted to meet certain pensions, the stipendiaries being guaranteed the protection of the British Government. But the previous guarantees which Government had given had produced so much embarrassment that the request of the King was declined.

Ghazi-ud-Din Haidar was succeeded by his son, Nasir-ud-Din Haidar. Being anxious to make a permanent provision for certain ladies of his household, Nasir-ud-Din Haidar proposed to grant another loan, at 5 per cent. interest, consisting of the half crore lent in the previous year, with an additional sum of Rs. 12,40,000. This loan was accepted in 1829 (No. LV), but was made redeemable at any time after the death of the original stipendiaries. No guarantee was given of protection to the stipendiaries, but a promise was made that they would always be treated with special favour and kindness. Rs. 38,40,000 of this loan were repaid in 1853 to the heirs of some of the original grantees; Rs. 2,40,000 being paid in cash, and Rs. 36,00,000 by transfer to the Government 4 per cent. loan.

In 1833, at the request of the King, Government accepted another loan of Rs. 3,00,000 at 4 per cent., and agreed (No. LVI) to pay the interest in monthly charitable payments to the poor in the city of Lucknow.

Nasir-ud-Din Haidar died in 1837, and was succeeded by his uncle, Muhammad Ali Shah. On his accession a Treaty (No. LVII) was concluded with him by the Governor-General in Council. The assent of the King was most reluctantly given to this treaty. The Home Government therefore disallowed it, and directed the restoration of the relations with Oudh to the footing on which they had previously stood. The King was thereupon informed of the determination of Government to relieve him from all that was onerous in the conditions respecting the subsidiary force established under the treaty, and to defray from the British treasury the expense of that portion of the force which had been already organized, but the formal abrogation of the treaty was not intimated to him.

Muhammad Ali Shah, being anxious to provide pensions in perpetuity for certain members of his family, offered in 1838 a loan of Rs. 17,00,000 at 4 per cent., and requested that the pensioners to whom the interest was to be paid should be guaranteed against oppression by future Rulers of Oudh. The loan was accepted (No. LVIII), but, as in the Agreement of 1829 with Nasir-ud-Din Haidar, no guarantee was given, the pensioners being promised only the special favour and kindness of the British Government.

In 1839 Muhammad Ali Shah subscribed 12 lakhs of rupees to the 4 per cent. loan, the interest of which he allotted by a Deed of Trust (No. LIX) for the expenses of the Husainabad Imambara. To this the King added other sums, aggregating Rs. 24,17,500, and after his death a sum of Rs. 2,33,000 was also invested by the Trustees out of the unexpended surplus of the interest.

In 1840 the King allotted by another Deed of Trust (No. LX) a sum of Rs. 3,40,800, of which Rs. 2,87,000 were to bear interest at 5 per cent., and Rs. 53,800 at 4 per cent. for the endowment of a hospital at Lucknow.

Various other sums have been at different times invested by the King of Oudh in Government funds, but these investments are guaranteed by no special engagements and in no way differ from ordinary contributions to Government loans, except that in some cases the promissory notes were deposited in the Government treasury at Lucknow, and the interest was paid monthly instead of quarterly. Thus in February 1842 a sum of Rs. 14,00,000 was contributed, on twelve lakhs of which the interest was made payable monthly. In July 1842 twenty lakhs were subscribed, on eight lakhs of which the interest was made payable monthly; and in September 1842 twelve lakhs more were subscribed on the same terms.

In May 1842 Muhammad Ali Shah died, and was succeeded by his son, Amjad Ali Shah, who was succeeded on the 13th February 1847 by Wajid Ali Shah.

The condition of the internal administration of Oudh had attracted attention from the earliest times of the connection of the British Government with that State, and it was one of the provisions of the Treaty of 1801 (No. XLVII) that the Nawab should introduce, under the advice of the British Government, such a system of administration as should be conducive

to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. Notwithstanding the repeated warning and advice of successive Residents the administration was not improved, and in 1831 Lord William Bentinck found it necessary to warn the King that, in the event of improvement and reformation not being effected by His Majesty's officers, the settlement of the country would need to be made by British officers. This warning was neglected; the misgovernment of the country continued; and in November 1847, a few months after the accession of Wajid Ali Shah, Lord Hardinge proceeded to Lucknow and again warned the King that, if within two years the administration should not be reformed, the British Government would be forced to interfere by assuming the government of Oudh. No improvement took place within the two years of probation, but a natural reluctance to proceed to extreme measures prevented Government from at once acting up to the threat held out by Lord Hardinge, and the outbreak of the second war in Burma diverted the attention of the Government for a time from Oudh.

In 1854 the state of Oudh showed none of that amendment which Government had declared to be indispensable, and the Resident was required to report whether the duty imposed on the British Government by the Treaty of 1801 would any longer admit of Government honestly indulging the reluctance which it had felt to have recourse to extreme measures. The Resident's enquiries showed the state of Oudh to be most deplorable, and that the improvement, which Lord Hardinge peremptorily demanded seven years before, had not in any degree been effected. The British Government therefore finally resolved to assume the administration of Oudh in one form or another. A treaty* was proposed to the King, which provided that the sole

* TREATY between the HONOURABLE EAST INDIA COMPANY and HIS MAJESTY ABDUL MANSUR, NASIR-UD DIN SIKANDAR JAH, MUHAMMAD WAJID ALI SHAH, King of Oudh; settled on the part of the HONOURABLE COMPANY by MAJOR-GENERAL JAMES OUTRAM, C.B., Resident at Lucknow, in virtue of full powers granted to him by the MOST NOBLE JAMES RAMSAY, MARQUIS of DALHOUSIE, Knight of the Most Ancient and Most Noble Order of the Thistle, one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in Council, appointed by the HONOURABLE COMPANY to direct and control all their affairs in the East Indies; in and on the part of HIS MAJESTY the KING OF OUDH BY

Whereas in the year 1801 a Treaty was concluded between the Honourable East India Company and His Excellency the Nawab Wazir Saadat Ali Khan, Bahadur; and whereas the 6th Article of the said Treaty requires that the Ruler of Oudh, always advising with and acting in conformity to the council of the officers of the Honourable Company, shall 'establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants;" and whereas the infraction of this essential engagement of the Treaty by successive Rulers of Oudh has been continued and notorious; and whereas its

civil and military government of Oudh should be vested in the British Government for ever; that the title of King of Oudh should be continued to His Majesty and the lawful male heirs of his body; that the King should be treated with all due attention, respect, and honour, and should have exclusive jurisdiction within the palace at Lucknow and the Dil Kusha and Bibiapur parks, except as to the infliction of capital punishment; that the King Wajid Ali Shah should receive twelve lakhs a year for the support of his dignity and honour; that the Company should maintain for His Majesty a body of palace guards at a cost not exceeding three lakhs of Company's Rupees per annum; that each of his successors should receive twelve lakhs a year; and that his collateral relations should be maintained separately by the British Government.

long toleration of such infraction of the Treaty on the part of the Rulers of Oudh has exposed the British Government to the reproach of having failed to fulfil the obligations it assumed towards the people of that country; and whereas it has now become the imperative duty of the British Government to take effectual measures for securing permanently to the people of Oudh such a system of just and beneficent administration as the Treaty of 1801 was intended, but has failed, to provide; the following Treaty, consisting of seven Articles, is concluded, on the one part by the Most Noble the Marquis of Dalhousie, K.T., Governor-General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies, through Major-General Outram, C.B., Resident at Lucknow, under full powers vested in him by the said Governor-General; and on the other part by His Majesty, Abdul Mansur, Nasir-ud-Din, Sikandar Jah, Muhammad Wajid Ali Shah, King of Oudh, for himself and his heirs, through

ARTICLE I.

It is hereby stipulated and agreed that the sole and exclusive administration of the Civil and Military Government of the Territories of Oudh shall be henceforth vested for ever in the Honourable East India Company, together with the full and exclusive right to the revenues thereof, the said Company hereby engaging to make ample provision for the maintenance of the Royal dignity, as hereinafter mentioned, and for the due improvement of the said territories.

ARTICLE II.

It is stipulated and agreed that the Sovereign title of King of Oudh shall be retained by His Majesty, and that it shall descend in continual succession to the heirs male of his body, born in lawful wedlock.

ARTICLE III.

It is stipulated and agreed that His Majesty the King and his successors shall be treated upon all occasions with the attention, respect, and honour which are due to a Sovereign Prince.

ARTICLE IV.

It is further stipulated and agreed that, notwithstanding the provisions of the first Article of the present Treaty, His Majesty the King of Oudh and his successors shall retain full and exclusive jurisdiction within the precincts of the Palace at Lucknow, as well as within the Dil Kusha and Bibiapur parks, provided always that the punishment of death shall not be inflicted by the order of the King, or within the limits of the palace and garden parks aforesaid, unless with the previous consent of the Governor-General in Council.

The King was allowed three days to consider and sign the treaty. He refused to sign it, and therefore, in February 1856, the British Government assumed to itself the government of Oudh exclusively and for ever. A provision of twelve lakhs a year was offered to the King, which he accepted in October 1859. Separate provision was sanctioned for his collateral relatives. Wajid Ali Shah was allowed to retain the title of King of Oudh, but on his death the title was to cease absolutely, and the pecuniary allowance was not to be continued on the same scale. A residence for the King was purchased by Government at Garden Reach in the suburbs of Calcutta, but he was informed that the exercise of an independent jurisdiction within the precincts of his estate, or the immunity of any of his officers or attendants from the ordinary operation of the law, could not be sanctioned. Provision, however, was made by Act XIV of 1860 for the execution of civil and criminal process within the premises occupied by the King through the officer appointed to be Agent with him on the part of the British Government. Another enactment, Act VIII of 1862, was passed to exempt the King from the jurisdiction of the criminal courts, except for capital offences; to provide for the trial, if neces-

ARTICLE V.

Whereas it is expedient and right that the Crown of His Majesty the King of Oudh should be upheld in fitting dignity and honour, it is hereby stipulated and agreed that the Honourable East India Company shall pay to His Majesty the said Muhammad Wajid Ali Shah, from out of the revenues of Oudh, twelve lakhs of Company's Rupees per annum; and that the said Company shall further maintain for His Majesty a body of palace guards at a cost not exceeding three lakhs of Company's Rupees per annum.

To each of His Majesty's successors it is agreed that the said Company shall pay twelve lakhs of Company's Rupees per annum.

ARTICLE VI.

In order that nothing may be wanting to the full measure of liberal endowment which the Honourable East India Company desires to secure to His Majesty the King of Oudh, it is hereby agreed that the said Company shall take upon itself the maintenance of all collateral members of the Royal family, for whom provision is now made by His Majesty the King.

ARTICLE VII.

All former Treaties between the Honourable East India Company and the Rulers of Oudh which are now in force, and which are not contrary to the tenor of this engagement, are confirmed by it.

This Treaty, consisting of seven Articles, has been settled and concluded by Major-General James Outram, C.B., Resident at Lucknow, under the full powers vested in him by the Most Noble the Governor-General in Council as aforesaid, with His Majesty Abdul Mansur, Nasir-ud-Din, Sikandar Jah, Muhammad Wajid Ali Shah, King of Oudh, for himself and his heirs, in the city of Lucknow, on the day of
in the year of Our Lord one thousand eight hundred and fifty-six, corresponding with

sary, of other offences by commission; to exempt the King from appearance in court as a witness; and to provide for his examination through the Agent to the Governor-General in cases where his evidence might be required. By a further Act, XIII of 1868, the King was exempted from the jurisdiction of the Civil Courts, except in regard to suits instituted with the consent of Government, and was rendered incapable of entering into any contract which might give rise to a pecuniary obligation on his part.

Wajid Ali Shah died on the 21st September 1887, and on his death Act XIX of 1887 was passed, empowering the Governor-General in Council to administer his estate. Arrangements were made for the disposal of the property at Garden Reach, the proceeds realised going to the estate, and pensions were granted to the King's family and dependants.

No. XXXIV.

Treaty between the Nabob Shujah-ul-Dowla, the Nabob Nudjum-ul-Dowla, and the English Company, executed at Illiabad,—*the 16th of August 1765.*

(*Sealed and approved of by the King.*)

Whereas, the Right Honourable Robert, Lord Clive, Baron Clive of Plassey, Knight Companion of the Most Honourable Order of the Bath, Major-General and Commander of the Forces, President of the Council, and Governor of Fort William, and of all the Settlements belonging to the United Company of Merchants of England trading to the East Indies, in the Provinces of Bengal, Behar, and Orissa; and John Carnac, Esq., Brigadier-General, Colonel in the service of the said Company, and Commanding Officer of their Forces upon the Bengal Establishment, are invested with full and ample powers on the behalf of His Excellency the Nabob Nudjum-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the behalf of the United Company of Merchants of England trading to the East Indies, to negotiate, settle, and finally to conclude a firm and lasting peace with His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire: Be it known to all those to whom it may or shall in any manner belong, that the above-named Plenipotentiaries have agreed upon the following Articles with His Highness:—

Article 1.

A perpetual and universal peace, sincere friendship, and firm union shall be established between His Highness Shujah-ul-Dowla and his heirs, on the one part, and His Excellency Nudjum-ul-Dowla, and the English East India Company on the other; so that the said contracting powers shall give the greatest attention to maintain between themselves, their dominions, and their subjects this reciprocal friendship, without permitting, on either side, any kind of hostilities to be committed, from henceforth, for any cause, or under any pretence whatsoever, and everything shall be carefully avoided which might hereafter prejudice the union now happily established.

Article 2.

In case the dominions of His Highness Shujah-ul-Dowla shall at any time hereafter be attacked, His Excellency Nudjum-ul-Dowla and the English Company shall assist him with a part or the whole of their forces, according to the exigency of his affairs, and so far as may be consistent with their own security: and if the dominions of His Excellency Nudjum-ul-Dowla or the English Company, shall be attacked, His Highness shall, in like manner, assist them with a part or the whole of his forces. In the case of the English Company's forces being employed in His Highness' service, the extraordinary expense of the same is to be defrayed by him.

ARTICLE 3.

His Highness solemnly engages never to entertain or receive Cossim Ally Khan, the late Soubahdar of Bengal, &c., Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support, or protection to them. He likewise solemnly engages to deliver up to the English whatever Europeans may in future desert from them into his country.

ARTICLE 4.

The King Shah Aalum shall remain in full possession of Cora, and such part of the Province of Illiabad as he now possesses, which are ceded to His Majesty, as a royal demesne, for the support of his dignity and expenses.

ARTICLE 5.

His Highness Shujah-ul-Dowla engages, in a most solemn manner, to continue Bulwant Sing in the zemindarries of Benares, Ghazepore, and all those districts he possessed at the time he came over to the late Nabob Jaffier Ally Khan and the English, on condition of his paying the same revenue as heretofore.

ARTICLE 6.

In consideration of the great expense incurred by the English Company in carrying on the late war, His Highness agrees to pay them (50) fifty lakhs of rupees in the following manner; *viz.*, (12) twelve lakhs in money, and a deposit of jewels to the amount of (8) eight lakhs, upon the signing of this Treaty; (5) five lakhs one month after, and the remaining (25) twenty-five lakhs by monthly payments, so as that the whole may be discharged in (13) thirteen months from the date hereof.

ARTICLE 7.

It being firmly resolved to restore to His Highness the country of Benares, and the other districts now rented by Bulwant Sing, notwithstanding the grant of the same from the King to the English Company, it is therefore agreed that they shall be ceded to His Highness in manner following, *viz.*, they shall remain in the hands of the English Company, with their revenues, till the expiration of the Agreement between Bulwant Sing and the Company being on the 27th of November next; after which His Highness shall enter into possession, the Fort of Chunar excepted, which is not to be evacuated, until the 6th Article of this Treaty be fully complied with.

ARTICLE.

His Highness shall allow the English Company to carry on a trade, duty free, throughout the whole of his dominions.

ARTICLE 9.

All the relations and subjects of His Highness, who in any manner assisted the English during the course of the late war, shall be forgiven, and no ways molested for the same.

ARTICLE 10.

As soon as this Treaty is executed, the English forces shall be withdrawn from the dominions of His Highness, excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King in the City of Illiabad, if His Majesty should require a force for that purpose.

ARTICLE 11.

His Highness the Nabob Shujah-ul-Dowla, His Excellency the Nabob Nudjum-ul-Dowla, and the English Company promise to observe sincerely and strictly all the Articles contained and settled in the present Treaty; and they will not suffer the same to be infringed, directly or indirectly, by their respective subjects: and the said contracting powers, generally and reciprocally, guarantee to each other all the stipulations of the present Treaty.

Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting parties, at Illiabad, the 16th day of August, in the year of Our Lord 1765 in the presence of us,

EDMUND MASKELYNE. CLIVE. L. S.

ARCHIBALD SWINTON. JOHN CARNAC. L. S.

GEORGE VANSITTART. SHUJAH- L. S. UL-DOWLA'S Seal

and Ratification.

MIRZA KOSSIM KHAN.

RAJAH SHITABROY.

MEER MUSHALA.

Fort William, September 30th, 1765.

(A true copy.)

(Sd.) ALEXANDER CAMPBELL, S.S.C.

No. XXXV.

TREATY between the COMPANY and the VIZIER SHUJAH-UL-DOWLA,—*29th November 1768.*

Whereas, unbecoming rumours have been propagated abroad, which tend to the interruption of the firm friendship, union, and confidence formerly established between His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire, on the one part, and the Right Honourable Robert, Lord Clive, and General John Carnac, on behalf of the deceased Nabob Nudjum-ul-Dowla, late Soubahdar of Bengal, Behar, and Orissa, and the English Company, on the other part; Harry Verelst, Esq., President and Governor of Fort William and the Council thereof, with a view to the removal of all causes of jealousy and disagreement, and the confirmation of a good disposition on both sides, have deputed John Cartier, Colonel Richard Smith, and Claud Russell, three Members of the Council from Calcutta, personally to confer with His Highness aforesaid, and whereas the aforesaid John Cartier, Colonel Richard Smith, and Claud Russell, after effecting an interview with His Highness aforesaid, have reason to be satisfied with his steady attachment to the English, they therefore, on behalf of His Excellency the Nabob Syef-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and the English Company, renew and confirm the former Treaty, letter by letter, and article by article; and His Highness the Nabob Shujah-ul-Dowlah aforesaid doth likewise renew and confirm the said Treaty; and moreover, out of a pure desire effectually to eradicate all doubts and jealousies, to establish the present harmony on the most durable basis, and to confirm the former Treaty, doth consent and agree, that the following words shall be inserted as an explanatory clause in the said Treaty: It is by the advice and consent of the President and Council aforesaid, agreed, that His Highness shall not entertain a number of forces exceeding thirty-five thousand men, whether sepoys, cavalry, peons, artillerymen, rocket-men, or troops of any denomination whatever. Of this number ten thousand are to be cavalry, ten battalions of sepoys, including soubadars, jemadars, havildars, and all ranks of officers, not to exceed ten thousand men; the Nujib regiment, consisting of five thousand men with matchlocks, to remain always on its present establishment; five hundred men for the artillery, and that number never to be exceeded; the remaining nine thousand five hundred men are to be irregulars, neither to be clothed, armed or disciplined after the manner of the English sepoys or Nujib regiment; and His Highness also engages to arm none of his forces, besides the ten thousand men mentioned in this Treaty, after the English manner, nor to train them in the discipline of the English troops. In consideration thereof, the said John Cartier, Colonel Richard Smith, and Claud Russell engage, on behalf of His Excellency the Nabob Syef-ul-Dowla and the English Company aforesaid, that whilst His Highness Shujah-ul-Dowla aforesaid and his successors shall abide by the Articles of this Treaty, neither the present Council of Fort William, nor any future Council, shall hereafter introduce any new matter relative thereto, besides what has been formerly agreed to, and is now concluded upon, and both parties shall consider this

Agreement as firm and binding. His Highness aforesaid shall swear upon the Koran, John Cartier, Colonel Richard Smith, and Claud Russell upon the Gospel, never to infringe the minutest part or meaning hereof, and to maintain it themselves, and to transmit it inviolable to their posterity.

(Sd.) JOHN CARTIER.
„ RICHARD SMITH.
„ CLAUD RUSSELL.

Signed, sealed and solemnly sworn to, according to their respective faiths, by the contracting parties, at Benares, the 29th day of November, in the year of Our Lord 1768, in the presence of us,

(Sd.) GABRIEL HARPER.
„ C. W. BOUGHTON.
„ W. M. COXE.

L. S.

I promise to disband all the troops which I now entertain, exceeding the number of thirty-five thousand horse and foot, and to comply with all the Articles stipulated in the Treaty, within the space of three months.

Written the 19th of the month of Rajib, the year of Hegira 1182, which answers to the 29th of November 1768.

NO. XXXVI.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the FORCES of the ENGLISH EAST INDIA COMPANY possessing the FORT of CHUNAR GUR, in the zemindary of the RAJAH CHEYT SINGH,—*20th March 1772.*

Be it known to all those to whom it may or shall in any manner belong, that the above-mentioned General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort:—

First.—The better to enable the East India Company to assist His Highness with their forces for the preservation of his dominions, conformable to a Treaty of Peace between the Right Honourable Lord Clive and John Carnac, Esq. (on the part of Nudjib-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the part of the United Company

of Merchants of England trading to the East Indies), and the Nabob Shujah-ul-Dowla, Vizier of the Empire, done at Allahabad, on the 16th day of August, in the year of Our Lord one thousand seven hundred and sixty-five, His Highness has delivered up to them the Fort of Chunar Gur, in the zemindarry of Rajah Cheyt Sing, to be held by them, and to be garrisoned solely by their troops, as long as it may be necessary for the support of His Highness' interest or the interest of the English East India Company, and for the preservation of the Provinces of Bengal, Behar and Orissa.

Second.—Upon any occasion where it may be necessary for the English Company to withdraw their forces and evacuate the Fort of Chunar Gur, in that case the Fort shall be delivered to His Highness the Nabob Shujah-ul-Dowla, and in like manner whenever the troops of the English East India Company shall advance on the west side of the river Caramnasa, the said Fort shall at all times be evacuated for them and their sole use and purpose.

Third.—Whatever expenses shall be incurred by the English East India Company for repairs or additions in the fortifications or for the erecting or repairing magazines, store-houses, and barracks, such expenses shall be reimbursed by His Highness upon the re-delivery of the said Fort to him, but it has been determined the said expenses shall not exceed four lakhs of rupees, and the accounts to be examined by proper persons for each party.

(Sd.) ROBERT BARKER.

Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two.

In the presence of us,

(Sd.) GABRIEL HARPER.
„ JOHN COCKERELL.
„ WILLIAM DAVY.

No. XXXVII.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the Fort of ALLAHABAD,—*20th March 1772.*

Be it known to all those to whom it may or shall in any manner belong, that General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort:—

First.—His Majesty Shah Allum having been pleased to confer on and make over to the Nabob Shujah-ul-Dowlah, Vizier of the Empire, the

Fort of Allahabad, whenever His Excellency shall demand the said Fort, at the expiration of ten days after such demand shall be made, the troops of the English East India Company shall evacuate the said Fort and deliver it up to His Excellency.

Second.—The troops of the English East India Company shall garrison the Fort of Allahabad in the same manner on the part of the Vizier, as heretofore they held it for the King, until it is demanded by the Nabob Shujah-ul-Dowla, unless the said Company may find it necessary to withdraw their troops and consequently evacuate the said Fort before such a demand may be made. In such case timely notice to be given to His Excellency.

(Sd.) ROBERT BARKER.

Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two.

In the presence of us,

(Sd.) GABRIEL HARPER.

„ JOHN COCKERELL.

„ WILLIAM DAVY.

NO. XXXVIII.

TREATY with the NAWAB VIZIER SHUJAH-UL-DOWLA,—*7th September 1773.*

The Vizier of the Empire, Asuph Jah Shujah-ul-Mulck, the Nabob Shujah-ul-Dowla, Aboo-ul-Munsoor Cawn Behauder, Sifdar Jung, Sippah Salah, on the one part, and Warren Hastings, Esquire, President of the Council, Governor of Fort William, and Commander-in-Chief of the Forces of the English Company, in the Provinces of Bengal, Behar, and Orissa, for and in the name of the English Company, on the other part, do agree on the following Articles :—

ARTICLE I.

Whereas, in the Treaty concluded at Allahabad, the 16th August 1765, between the Vizier and the Company, it is expressed that the districts of Corah and Allahabad were given to His Majesty for his expenses; and whereas, His Majesty has abandoned the possession of the aforesaid districts, and even given a Sunnud for Corah and Currah to the Mahrattas, to the great prejudice of the interests both of the Vizier and of the English Company, and contrary to the meaning of the said Treaty, and hath thereby forfeited his right to the said districts, which have reverted to the Company from whom he received them; it is therefore agreed, that the aforesaid districts shall be put into the possession of the Vizier on the following

conditions, and that, in the same manner as the Province of Oudh and the other dominions of the Vizier are possessed by him, so shall he possess Corah and Currah, and Allahabad, for ever. He shall by no means, and under no pretence, be liable to any obstructions in the aforesaid countries from the Company and the English Chiefs: and exclusive of the money now stipulated, no mention or requisition shall by any means be made to him for anything else on this account. This Agreement shall be observed by all the English Chiefs, gentlemen of the Council, and by the Company, nor shall it ever be broken or deviated from.

CONDITIONS, *viz.*:—

He shall pay to the Company fifty lakhs (50,00,000) of Sicca Rupees according to the currency of the Province of Oudh, as follows, *viz.*—

In ready money . . .	Sicca Rupees 20,00,000	
In two years after the date hereof, *viz.*—		
The first year . . .	15,00,000	
The second year . . .	15,00,000	
		30,00,000
	Sicca Rupees .	50,00,000

ARTICLE 2.

To prevent any disputes arising concerning the payments which shall be made by the Vizier, for the expenses of the Company's troops that may march to his assistance:

It is agreed, that the expense of a brigade shall be computed at two lakhs ten thousand (2,10,000) Sicca Rupees per month, according to the currency of the Province of Oudh. By a brigade is meant as follows, *viz.*—

2 Battalions of Europeans.

6 Battalions of Sepoys.

1 Company of Artillery.

The expenses of the said troops shall be defrayed by the Vizier, from the time that they shall have passed the borders of his dominions till they return within the borders of the Province of Behar; and exclusive of the abovementioned sum, no more shall, on any account, be demanded from him. Should the Company and the English Chiefs have occasion to send for the troops of the Vizier, the Company and the English Chiefs shall also pay their expenses in the like manner.

Signed, sealed, and solemnly sworn to by the contracting parties at Benares the 7th day of September in the year of Our Lord 1773 in the presence of us,

(Sd.) JOHN STEWART.

„ WILLIAM REDFEARN.

No. XXXIX.

Translation of the Proposed Articles of the Treaty with the Nabob Ausuf-ul-Dowla,—*21st May 1775.*

The Nabob Ausuf-ul-Dowla, Icayaa Cawn, Behauder, Hozebbus Jung, on the one part, and the Honourable Warren Hastings, Esq., Governor-General, and the Members of the Supreme Council of Fort William, for and in the name of the English East India Company, on the other part, agree to the following Articles:—

Article 1.

That universal peace, firm friendship, and perfect union, shall for ever be established between the Nabob Ausuf-ul-Dowla and the English East India Company. The contracting powers, with a view of maintaining this reciprocal friendship in the future, shall not for any cause or under any pretence, encourage the ryots and the inhabitants of their Soubahs in committing hostilities and disturbances; and everything shall be avoided by the said powers which might occasion them. Their friends and enemies are mutual, and any person who shall run away and take refuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him.

Article 2.

The aforesaid Nabob engages never to entertain or receive in his dominions Cossim Ally Cawn, the former Soubahdar of Bengal, and Sumro, the murderer of the English; even in case of his getting them into his hands, he will, out of friendship, make them prisoners, and deliver them to the English Company. He also engages not, for any cause or under any pretence, to entertain Europeans of any nation in his service, without the consent of the English Company: That he will prevent, oppose, and send back such as offer to come into, pass through, or remain, or shall be in his dominions, without the perwânnah of the English Company. The Europeans of every nation in the service of the said Nabob are hereby dismissed; and now, and in the future, he engages never to entertain the said Europeans and to deliver up to the English Company such of their servants who have deserted or may desert, in case of his apprehending them.

Article 3.

If the King should write anything relative to the affairs of the Nabob Ausuf-ul-Dowla to the English Sirdars, they will attend to the satisfaction, advantage, and inclination of the said Nabob, and not consent to what the King may say or write. In like manner, if the King should write to the Nabob Ausuf-ul-Dowla, relative to the affairs of the English Sirdars, he will attend to their satisfaction, advantage, and inclination, and not consent to what he may say or write.

ARTICLE 4.

The countries of Corah and Allahabad shall always, and for ever, remain in the possession of the Nabob Ausuf-ul-Dowla, on the same footing as the Soubah of Oudh; and they shall on no account, in the future, be disturbed by the English, nor will they ever request a dam of derrum, or anything from the said countries. The English Sirdars engage to defend the Soubah of Oudh at all times, and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

ARTICLE 5.

The said Nabob, for the defence of his country, as above specified, declares that he has given up of his own free will and accord, unto the English Company, all the districts dependent on the Raja Cheyt Sing, together with the land and water duties, and the sovereignty of the said districts in perpetuity: That the English Company shall, after one month and a half from the date of this Treaty, take upon them the sovereignty and possession of the districts under Rajah Cheyt Sing, as hereunder specified, *viz.*—

Sircar Benares.	The districts of Jaunpore.
Sircar Chumah.	Bijehpore Bahdore.
Suktessgur.	Mulboss Kawss.

The Sircar of Gawzypore.

The Pergunnah of Seekundapore, Jeridge, Shaay, Abad, Toppa, Surchchur, &c., as formerly; the Mint and Kutwally of Benares.

ARTICLE 6.

The Nabob Asuf-ul-Dowla, for the aid and assistance of the English troops when stationed with him, shall pay monthly, from the date of this Treaty, for the charges of a brigade, the sum of two lacks sixty thousand Oudh Sicca Rupees, of the sixteenth year, agreeable to the present currency. If, in future, this currency should be abolished, the decrease or increase of batta shall be mutually given and received by the parties. The particulars of a brigade are, *viz.*, two battalions, or one regiment of Europeans, one company of artillery, and six battalions of sepoys.

The aforesaid Nabob shall, whenever the English troops past the boundaries of the Company's province, at his request, pay the stipulated sum monthly, from that time until their return to the above-said boundaries.

ARTICLE 7.

If the aforesaid Nabob shall ever require the aid or assistance of the English Company for the defence of any other of his countries besides those above specified, he will fix something for the Company proportioned to the service.

The English Company and all the English Sirdars engage to perform whatever Articles are now mutually settled; and in the future, during the life of the Nabob Ausuf-ul-Dowla, they will never vary or depart from them. They will not, in any respect or manner, make request of anything new or contrary to the tenor of this Treaty.

The parties mutually swear, according to their respective faiths, to abide by these engagements.

Dated the 20th Rubby-ul-Ewul, 1189 of the Hegira, or the 21st of May 1775.

(A true translation.)

(Sd.) JOHN BRISTOW,
Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation, except that the word "Bahdoee" in the list of districts was omitted, which I have inserted.

(Sd.) J. H. D'OYLY,
Acting Pn. Tr.

TRANSLATION of AGREEMENT under the seal of HIS EXCELLENCY the NABOB AUSUF-UL-DOWLA.

In case of any persons having any demands, or having received tuncaws on Rajah Cheyt Sing, or on the districts under him, agreeable to my order, such demands or tuncaws do not depend on the said Rajah, or on the said districts, but are due from myself.

The possession and sovereignty, in perpetuity, of the said districts under the said Rajah, without incumbrances, delays, dues, debts, tuncaws, &c., I wholly give up to the English Company at the expiration of one month and a half.

Dated the 20th of Rubby-ut-Ewul, 1189 of the Hagira, or the 21st May 1775.

(A true translation.)

(Sd.) JOHN BRISTOW,
Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

(Sd.) J. H. D'OYLY,
Acting Pn. Tr.

TRANSLATION of an AGREEMENT under the Seal of HIS EXCELLENCY the NABOB AUSUF-UL-DOWLA.

The balance due to the English Company on account of the countries of Corah and Allahabad, Rohilcund, and the tuncaw for the troops, according to the Engagements of the late Nabob Shuja-ul-Dowla, shall be paid to them as it becomes due, without any dispute.

Dated the 20th of Rubby-ul-Ewul, 1189 of the Hegira, or the 21st of May 1775.

(A true translation.)

(Sd.) JOHN BRISTOW,
Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation

(Sd.) J. H. D'OYLY,
Acting Pn. Tr.

Considered the proposed Articles for a Treaty of Alliance with the Nabob Ausuf-ul-Dowla.

Approved the 1st Article.
Ditto the 2nd ,,
Ditto the 3rd ,,
Ditto the 4th ,,
Ditto the 5th ,,
Ditto the 6th ,,
Ditto the 7th ,,

Ordered that the Treaty be compared with the Persian copy, and if it be found exact, that two fair copies be engrossed in form, for the seal of the Company and signature of this Board, to be forwarded to Mr. Bristow, that he may obtain the same testimonies on the part of the Nabob, and return one of them.

Approved the two other Engagements taken by Mr. Bristow, from the Nabob.

NO. XL.

NO. 1.

DRAFT of a COWLNAMA under the Seal of the NABOB ASOPH-UL-DOWLAH, dated the 19th of Shabaun, in the year 1189 of Hijeree (*15th of October 1775*).

I, Asoph-ul-Dowlah Bahadre, engage and give this written Agreement, *viz.* :—

I have now taken from my mother thirty lakhs of rupees on account of

the present, and twenty-six lakhs on account of former debts, in specie, goods, jewels, elephants, camels, &c., from the patrimony of my father, and have no further claim on her. Having received this through the English Chiefs, I renounce all further demands on her. I also engage that I will never molest my mother in the enjoyment of the jaghires, gunges, culladarries, gardens, or the mints of Oudh, Fyzabad, &c., conferred on her by the late blessed Nabob, but will leave her in the full possession of them during her life-time. As long as my mother lives, I will give her no trouble on account of them. She shall collect whatever appears to be due from the said jaghiers, by her own people. I will not obstruct it. When my mother goes on her pilgrimage, she is at liberty to leave the jaghiers, &c., under the charge of whomsoever she pleases. It is entirely at her option. I will not oppose it. Whether she resides here or goes on a pilgrimage, the jaghiers, &c., shall remain in her possession, and no person shall, on any occasion, obstruct or molest her therein. To whomsoever my mother shall give charge of the jaghiers, &c., I will on every occasion protect and assist him, and when she goes on her pilgrimage, she is at liberty to take with her such of her slaves, women, and goods as she thinks proper. I will not molest her. Nor will I give any trouble to Johur Ally Khan, Bahadre Ally Khan, Nishaut Ally Khan, Shegoon Ally Khan, or to the Tavildarnees, by any demand on them. My mother is at liberty to act as she pleases therein. She is the mistress. For the observance of all these Articles, I give God, and His Prophet, the twelve Imaums, the fourteen Maussooms and the English Chiefs, as guarantees. The English Chiefs are joined in this Engagement. Further, I will not in future demand any loan from my mother; I have no claim on her; nor will I ever deviate from this Engagement. Should I act contrary thereto, it may be supposed that I am estranged from the English Chiefs and the Company. I have accordingly given this as a Cowlnama to remain as a voucher.

List of the Jaghiers, &c.

Sulloon, one Mehal.

Duwâ, ditto.

Purseddepore, ditto.

Rutah, ditto.

Sumrootah.

At Goruckpore one House.

Taloee, one Mehal.

Jâes, with the Adawlut and Sâer, one Mehal.

Cora, ditto.

Tanda, ditto.

Nabob Gunge, with the villages on the other side of Khakrah, one Mehal.

Ismael Gunge, with the villages at the distance of three coss from Lucknow.

Ismael Gunge, at Lucknow.

Culladarry of all the Soubahs.

Mints of Oudh and Fyzabad.

Bhegam Gunge and Gola Ghaut.

Vizier Gunge.

The garden of Hurry Sing, at Oudh, with ground for three gardens.

Eish-baug, at Lucknow.

Rozah Gaut, at Lucknow.

Bhegum Barree, with the bazar.

Garden of Bhara Mull.

15662

No. 2.

DRAFT of a COWLNAMA under the Seal of MR. JOHN BRISTOW on the part of the COMPANY and ENGLISH CHIEFS, dated the 19th of Shabaun, in the year 1189 of the Hijeree (or 15th of October 1775).

I give the following Articles as a Cowlnama to which I have affixed my seal on the part of the Company and English Chiefs.

The Nabob Asoph-ul-Dowlah Yahya Khan Bahadre Hozzaber Jung has received from his mother, on account of the patrimony of his father, and appropriated to his own use, the sum of thirty lacks of rupees on account of the present, and twenty-six lacks on account of former debts, in specie, goods, jewels, elephants, camels, &c., and the Faraikhutty (full acquittal) which the Nabob Asoph-ul-Dowlah gives to his mother is a voucher. My seal is affixed thereto, so that it may be considered as an act of the Company and English Chiefs. With respect to the jaghiers, gunges, culladarries, gardens, the mints of Oudh and Fyzabad, which the late blessed Nabob gave to the Bhegum, the Nabob Asoph-ul-Dowlah will not molest her in the possession of them, but leave her in the free enjoyment of them during her life-time, and she is to collect whatever may appear due from the jaghiers, through her own people. The English Chiefs are guarantees for the observance of these Articles. No one shall molest her. When the Bhegum goes on a pilgrimage no person shall obstruct or hinder her. The Bhegum is sole mistress of her own people; no one shall make any demand on her eunuchs or women. She is at liberty to act as she pleases with respect to them.

When the Bhegum goes on her pilgrimage, she may leave the charge of the jaghiers, &c., to whomsoever she pleases. The English Chiefs are guarantees of this.

List of Jaghiers, Gunges, &c., exactly the same as that in No. 1.

No. XLI.

AGREEMENT concluded by the GOVERNOR-GENERAL with the VIZIER on the 19th of *September 1781.*

The Nabob Vizier-ul-Mummalic, Asoph-ul-Dowlah, Asoph Jah Cawn Behauder having repeatedly and urgently represented that he is unable to support the expenses of the temporary brigade, cavalry, and English officers, with their battalions, as well as other gentlemen who are now paid by him, under the denomination of Sebundy, &c., &c., and having made sundry requests to that and other purposes; and as the constancy and firmness of his alliance with the Company entitle him to every consideration and relief that may depend upon us, I, Warren Hastings, Governor-General, Imad-ul-Dowlah,

Jelladit Jung Behauder, &c., &c., on behalf of the Governor-General and Council, have agreed to the undermentioned Articles, this 19th day of September, in the year of our Lord 1781, corresponding to the last Rumzan, 1895 of the Hegira.

ARTICLE 1.

That the temporary brigade and three regiments of cavalry be no longer charged to the Nabob's account for the year Fussellee 1189, excepting a term for two and a half months, which is required for their passing the Nabob's boundaries; and for which, together with all former allowances and arrears, their usual pay and allowances are to be made good. Also the English Officers, with their Sebundy battalions, and other gentlemen, excepting the Resident's office, now upon the Nabob's list, be no longer at his charge for the year 1189, the arrears being paid up, with the addition of two months' allowances; the true meaning of this being, that no more troops be paid for by the Nabob than the number of European artillery and sepoys agreed for, under the title of one brigade, with the late Nabob Shujah-ul-Dowla, now paid for at the rate of Rs. 2,60,000 per month, to which is now to be added one regiment of sepoys of the present establishment, expressly allowed for the purpose of protecting the office, treasury, and person of the Resident at Lucknow, the pay and allowances of which are to commence from the 1st of August next, at the rate of Rs. 25,000 per month. The regiment to be relieved every three months. The brigade to be stationed or moved wherever the Nabob shall direct, in the mode prescribed in the former Treaty with the Nabob Vizier deceased. And, finally, that whenever the Nabob Vizier shall require a further aid of troops from the Company, the pay and allowances shall commence from the day of their passing the Caramnassa; also, should the assistance of the Nabob's troops be required by the Company, their pay and allowances, as may then be agreed upon, be allowed during the time they may serve.

ARTICLE 2.

That as great distress has arisen to the Nabob's Government from the military power and dominion of the jaghiredars, he be permitted to resume such as he may find necessary; with a reserve that all such, for the amount of whose jaghire the Company are guarantees, shall, in case of the resumption of their lands, be paid the amount of their net collections, through the Resident, in ready money.

ARTICLE 3.

That as Fyzoola Khan has, by his breach of Treaty, forfeited the protection of the English Government, and causes, by his continuance in his present independent state, great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by the Treaty, after deducting the amount and charges of the troops he stands engaged to furnish by

Treaty, which amount shall be passed to the account of the Company during the continuance of the present war.

ARTICLE 4.

That no English Resident be appointed to Furruckabad, and the present one recalled.

ARTICLE 5.

That the Treaties made between the English and the Nabob Shuja-ul-Dowla be ratified between the present parties, as far as may be consistent with the above-written Articles; and that no officers, troops or others, be put upon the Nabob's establishment, exclusive of those herein stipulated.

(Sd.) WARREN HASTINGS. L. S.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

AGREEMENT made by the VIZIER with the GOVERNOR-GENERAL.

Having, on my behalf, agreed to the requisitions of the Nabob Vizier without diminution or reserve, I must now repeat the request which I before verbally made to him, that he will be pleased to attend to such proposals as I shall have to make to him: and to these I expect his assent the more readily, as they have for their ultimate object his interest alone, that of the Company being no further concerned, than in the influence which they will eventually have in the payment of the debt due from the Nabob to the Company.

I, therefore, recommend to him to reduce the great number of his Sebund and other troops to regular and complete establishments; not to be paid by assignments of revenue, but in money from the treasury, and their number not to exceed the certain means of paying them. But as this may be difficult, without making a separation of the Nabob's public and private funds, I further recommend that he receive into his private purse no more than a fixed monthly sum, for the expenses of his person and household; and that the remainder of the net collections be left in a public treasury, under the management of his public ministers and the inspection of the Resident, for the discharge of his military and civil disbursements.

This advice is not meant to affect the assignments annually, and which must be annually renewed, for the payment of the past debt and the current demands of the Company.

Signed and sealed by the Nabob, accepting and promising to conform to the above advice.

(A true copy.)
(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

No. XLII.

TREATY with the VIZIER ASOPH-UL-DOWLA, NABOB of OUDE 1787.

From Earl Cornwallis to the Vizier, written 15th April 1787.

The Treaty concluded between the English Company and the Nabob Shuja-ul-Dowla, was founded on considerations of mutual advantage to both parties, and the same principle has continued to operate in confirming and improving the friendship and alliance between the Company and your Excellency. A connection formed with a view to the interests of both Governments ought to be perpetual: for this reason, since my appointment to the control over affairs here, my intentions have been directed towards measures tending to support and strengthen this friendly system.

As I consider the Company's Territories and those of your Excellency as the same, the protection of your Excellency's dominions is absolutely necessary, as being from its situation the boundary of the whole, and exposed to foreign attacks. This protection cannot be effected in a proper manner without the assistance of the Company's troops, and I therefore beg leave to represent to your Excellency such

From the Nabob Vizier to Earl Cornwallis, received 21st July 1787.

Your Lordship's friendly letter every word of which breathes strength of friendship, and every syllable contains a performance of the duties of intimacy and close connexion, arrived in a happy hour, and afforded me infinite satisfaction. Its contents are, that it is the intention of the Company, and also your Lordship's firm resolution, that there should be no interference in the detail of my Government. That the Resident at Lucknow should receive a positive order, that neither from himself, nor from any other gentlemen, nor from any person concerned with your Lordship's Government, should any kind of interference take place. That leaving my administration entirely to myself and my ministers, all interference from others should be stopped; and representing the particulars of every matter which was contained in your Lordship's heart.

circumstances as have, after mature reflection, occurred to me, with respect to the troops stationed at Futty Ghur, which had been withdrawn, as stipulated in the Treaty of Chunar of 1781, I advise that they shall not be recalled, but continued. I make this proposal upon a conviction that, from the extent of your Excellency's dominions, the English forces now stationed there are requisite for their defence. Although there is no prospect of any attack on your Excellency's territory at present, its security must ultimately depend upon the strength of the force stationed for its protection, and while this is sufficient no one will dare to entertain views of hostility against your Excellency. Although the bravery and discipline of the English troops on all occasions are well known, and have been proved, even when their enemies have been in the proportion of twenty to one, and by the blessing of God they will always triumph over their enemies, yet since at all times chance of war is doubtful, prudence and wisdom require that every possible means should be used to determine it in our favour. Your Excellency must be sensible that there is no comparison between the troops of the Company and those in your Excellency's service, and that without the assistance of the former, your dominions and authority would be insecure. I am convinced that if your Excellency considers these opinions, you will be sensible of the propriety of my proposition, and approve the continuance of troops, whose valour and discipline can be relied on, in preference to those who are unskilful and undisciplined, and I doubt not but your Excellency will agree to the

The Nabob Hyder Beg Khan has fully explained to me the particulars of your Lordship's kindness and magnanimity which form the ground of your Lordship's settlement of my affairs, and has occasioned me an excess of pleasure and happiness. I, who have, day and night, received such happiness from a recollection of your Lordship's goodness, now enjoy such pleasure from perceiving your kindness, and am so thankful for it that it would require volumes to express a small share only. It is well known that from the lifetime of the deceased Nabob, until the day of his death, and the commencement of my administration, the friendship with the English gentlemen has been perfect, strong and sincere, and, by the help of Providence, will every day increase.

At this time that so great a Chief, possessed of Divine wisdom and understanding, is arrived with full power and authority for the arrangement of this country, it may be very well conceived, that I understand such an arrival to have happened simply from my own good fortune, and entertain the most perfect confidence that all my affairs will be settled to my own satisfaction. With respect to the continuance of the troops stationed at Futty Ghur which your Lordship has written with such greatness and magnanimity, that they may remain, as heretofore, I have perfectly understood; notwithstanding from the great weight of expense which my Government has experienced every year from these troops, and the negotiations which have passed with former gentlemen on this subject in particular, and the manner in which this matter was settled, after so much altercation, which doubtless your Lordship is

additional expense of effective troops, where the object is the defence of the country: for this reason I do not hesitate to recommend to your Excellency to discharge so much of your own army as will allow for the additional expense attending the continuance of these effective troops. Your Excellency must also be sensible that the sums necessary for the pay of these troops are expended in your dominions.

The sole object of this proposition is to provide, in an effective manner, for the defence of your Excellency's country; and your Excellency must be convinced of the benefits derived from our protection, since, whilst all other parts of Hindostan have been involved in war and exposed to the devastations attending it, your Excellency's dominions have remained in the fullest enjoyment of peace and security. Many other argument of the greatest weight might be urged in support of my proposition; but such is my opinion of the force of those I have alleged, that I trust that they will make the same impression on your Excellency, and that there is no necessity to urge others.

It is my firm intention not to embarrass your Excellency with further expense than that incurred by the Company, from their connexion with your Excellency, and for the protection of your country, which by the accounts, I find amounts to fifty lakhs of Fyzabad sixteen sun Sicca Rupees annually. In this sum are included the allowance to the Nabob Saadet Alli Khan, the stipend of the Rohillas, and the expenses of the Residency acquainted with, I have every hope, in every situation, for advantage and prosperity from your Lordship, and conceive it necessary to represent the particulars of them to you; but having heard of your Lordship's intention to come to this quarter, which is the greatest desire of my heart, and from which I receive the greatest pleasure, I have postponed any mention of these matters until that happy time, and now consider it necessary, first to procure your Lordship's good will; afterwards, that you will mention, from your great goodness and grandeur, which is universally known and gives satisfaction and ease to my heart, that which will tend to my prosperity and happiness, and meet with your approbation; therefore, with a view to preserve your Lordship's good will and satisfaction, I agree to the continuance of the troops now stationed at Futty Ghur and Cawnpore, and to their expenses, with the stipend of my brother Meer Saadet Alli Khan Behauder, the tuncaws of the Rohillas, the disbursements of the Residency at Lucknow, and other gentlemen, and the Resident with His Majesty at Scindea, the expenses of the dawk, &c., which your Lordship has fixed fifty lakhs annually for me to pay. Your Lordship has also said that my expenses should not exceed the sum of fifty lakhs of rupees, and that nothing further should be demanded of me; and that whenever either of the two brigades or corps of cavalry should be recalled, or any material diminution should take place in those troops, a deduction shall be made, agreeable to estimate, from the sum of fifty lakhs. I agree to this, and send the kistbundy; and I am well convinced also, that your Lordship will be kind

on the part of this Government; in short, it is my intention, from the date on which this new Agreement shall take place, your Excellency shall not be charged with any excess on this sum of fifty lakhs of Sicca Rupees, and that no further demand shall be made.

If your Excellency, hereafter, shall find it necessary to demand any more forces from the Company, your Excellency will pay the excess upon a fair estimate; and if either of the two brigades or corps of cavalry shall be recalled, or any considerable diminution in their force shall take place, I will allow for the decrease of the expense from the sum agreed to by your Excellency, agreeable to a fair calculation. In order that no grounds for a difference in opinion or doubt may remain as to the real meaning of this Article, I think it necessary to inform your Excellency, that whenever there is a necessity for any alteration in the arrangement of these troops, either by increasing or diminishing the cavalry or infantry, this Article does not tend to preclude it, provided the whole force shall not be considerably decreased, and that no additional charge be made on your Excellency on account of such alteration.

A Resident, as at present, will remain at your Excellency's Court; but as it is the intention of the Company, and my firm resolution, that no interference shall take place in the details of the affairs of your Excellency's Government, strict orders shall be sent to him that he shall neither interfere himself, nor suffer interference by public or private claims of exempand favourable towards me, in whatever will tend to my ease and prosperity.

I have not answered every particular of your Lordship's kind letter, because I have heard that your Lordship positively means to come to this quarter, and when we meet, every matter will be answered in a most friendly manner. Now, considering acquiescence to your Lordship's orders and preservation of your pleasure as the principle of friendship, I have complied.

Your Lordship writes with réspect to Furruckabad, that it shall be and continue as before under me, and that the English Resident there, either now or at the end of the year 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor any other be appointed; and you order me to be kind and just towards the rights of the Nabob Mozuffer Jung, and that, in whatever manner it may be necessary to settle and arrange the affairs of that district, I should give a suitable allowance to the Nabob Mozuffer Jung: and as the Nabob's mother and his brother, Dil Dilere Khan, and Roy Deeb Chund, late Dewan, have shown their zeal to your Government and to the Company, it is necessary to fix some allowance for them, independent of the Nabob Mozuffer Jung: that it is well known the enmity which the Nabob bears towards them, and that in consequence of the confidence of your Government placed on Dil Dilere Khan, it is much to be feared that unless he is protected, he will experience distress from the enmity of the Nabob Mozuffer Jung; that I therefore cause to be paid to them a proper allowance out of the amount paid to Nabob Mozuffer

tions of duties, or in any other mode, from any British subject or person under the authority of this Government. In short leaving the whole management of your country to your Excellency and your Ministers, I will put a stop to the interference of others; and in order to carry this effectually into execution, I propose to your Excellency not to suffer any European to reside in your dominions, without my written permission. In case that should be granted, a copy of it shall be transmitted to you.

If any European shall reside there without my permission in writing, your Excellency shall oblige him to quit the country; or, if demanded, send him to the Resident on the part of the Company.

A retrospect into past transactions and the friendship so well known to exist between your Excellency and the Company, induce me to state the following circumstance; that for several years past, the inhabitants of your Excellency's dominions, from motives of self-interest, have appealed to this Government and this has been a source of injury to the affairs of your Government. I am determined to put a stop to this practice and to disregard their applications, but as the connexion between the two Governments is universally known, strict attention to justice on your part will add credit and renown to both.

With respect to Furruckabad, the fourth Article of the stipulation of Chunar shall be observed on my part, and the English Resident there, either now or at the end of 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor shall any other be appointed. On this subject, in consequence of the interference hitherto assumed by this Government in the affairs of that province, I think it necessary to inform your Excellency, Jung, through the Resident at Lucknow. In this manner I will act as your Lordship has ordered, and will cause to be paid to the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, and Roy Deeb Chund, allowances through the Resident at Lucknow, and will assist and protect Dil Dilere Khan, the mother, and Roy Deeb Chund. Until the honour of an interview, I hope to be honoured and made happy with friendly letters from your Lordship.

Enclosure.

Kistbundy, or instalment, for the Company's money, on account of the expenses of the troops stationed at Cawnpore, Futty Ghur, and Lucknow, the stipend of the Nabob Saadet Alli Khan, the Rohillas, the expenses of the Resident and other gentlemen at Lucknow, the expenses of the dawk, and the gentlemen stationed with His Majesty and Scindea, from the month of March 1787 to February 1788, inclusive, under the seal of the Vizier.

March 1787	...	...	3,25,000
April ...	...	...	3,25,000
May ...	...	...	3,25,000
June ...	...	...	3,25,000
July ...	...	...	3,25,000
August :			
In money	...	3,25,000	
In drafts on Calcutta		5,00,000	
			8,25,000
September	...	...	3,25,000
October	...	...	3,25,000
November	...	...	3,25,000
December	...	...	3,25,000
January 1888	...	...	3,25,000
February :			
In money at Lucknow		3,25,000	
In drafts on Calcutta		6,00,000	
			9,25,000
		Total ...	50,00,000
In specie	...	...	39,00,000
In drafts	...	...	11,00,000
			50,00,000

that it is incumbent on me to recommend several matters to your Excellency's attention. That, in the first instance, you pay due regard to the rights of the Nabob Mozuffer Jung; and under any circumstances that may become necessary for the management of the affairs of Furruckabad, your Excellency shall engage to allot from the revenues a sum sufficient for the honourable maintenance of the Nabob Mozuffer Jung. And as the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, as well as Deeb Chund, late Dewan, have given proofs of their attachment to this Government, it is therefore expedient that some provision should be made for them, independent of Mozuffer Jung. It is well known that Mozuffer Jung considers them as inimical to him; and from the trust vested in Dil Dilere Khan by this Government, it is much to be feared, that if left unprotected, he will suffer from the resentment of Mozuffer Jung. I therefore expect that your Excellency will engage to cause specific pensions to be paid to these persons, at the expense of Mozuffer Jung, through the Resident of this Government.

By the accounts subsisting between your Excellency and the Company, a large balance is stated to be due from your Excellency; nevertheless, in conformity to the principles I have so expressly declared, I am not willing to embarrass your Excellency with any other demands than what are absolutely necessary: I propose, therefore, that your Excellency shall liquidate such part of the stated arrears as may be due to the troops employed in your country, the Residency, the Nabob Saadet Alli Khan, and the Rohilla Chiefs, on the date from which this new Agreement shall be declared in

Fifty lakhs of 23, 24, 25, and 26 Sun Sicca Rupees.

From Hyder Beg Khan, received 21st July 1787.

I have already transmitted to your Lordship an arzie, mentioning my arrival at Lucknow, which has doubtless been perused. An answer from His Excellency the Vizier is now sent to your Lordship's kind letter. From it your Lordship will learn the particulars of His Excellency's inclination to preserve your Lordship's pleasure. Your Lordship has shown kindness and favour in the affairs of His Excellency, and there is no doubt but will always show kindness towards them, because His Excellency entertains great hopes from your Lordship.

A kistbundy for the money for the expense of the troops, &c., goes enclosed in His Excellency's letter, and I enclose a draft for the amount stated by Mr. Wombwell to be due to the troops, up to February 1787, together with two other drafts on account of the amount, due to His Royal Highness, and the stipend of Nabob Saadet Alli Khan, to February 1787. They will be seen by your Lordship. As a long period had elapsed during my journey, disorder has taken place in several modes in the affairs, and delay and procrastination have crept into the payment of the public money, and now that I am arrived, is the season for cultivation, &c. I am engaged in the affairs of the Circar, and under the blessing of God, and your Lordship's prosperity, every matter will be arranged, and the arrears due to Colonel Harper and

force, as well as the arrears due to Mr. Anderson, and the remainder, whatever it may be, shall be struck out of the account, and be no longer considered as a demand of this Government on your Excellency.

The substance of what is here written has been discussed in frequent conversations with Hyder Beg Khan, who has shown himself a faithful servant to your Excellency, and a friend to both Governments. As he is fully acquainted with your Excellency's interests, and is your most confidential servant and prime minister, I have considered him as empowered to settle any arrangement for the mutual benefit of the two Governments, and have accordingly communicated to him without reserve, all that has occurred to me to promote this subject in the same manner as if your Excellency were present; nevertheless, as your Excellency's concurrence and approbation are necessary to give a final sanction to the Articles agreed upon by Hyder Beg Khan, I have thought proper to mention the heads of them in this letter and the Nabob Hyder Beg Khan will fully explain all the particulars to your Excellency.

For the rest, your Excellency may have the most assured confidence, that I will most faithfully abide by all the Engagements on the part of the Honourable Company.

other gentlemen, whatever, after investigation, they may amount to, to the end of February 1788, shall be paid at the expiration of the time.

The amount of the instalments or kistbundy of the Company's money, on account of the disbursement of the troops, &c., has been paid into the treasury, from March 1787 to June 1787, and by God's help it will be paid in future, agreeable to the kistbundy, monthly. I hope to be honoured with letters from your Lordship.

Enclosures.

Bill drawn by Cashmeery Mull and Butchrage on Sheopersaud and Bissesser Dass, on account of arrears due to the troops stationed at Cawnpore and Futteh Ghur, and the battalion at Lucknow, to February 1787, amounting in 23, 24, 25, and 26 Sun Sicca Rupees, to ...	7,08,868	7	6
Bill drawn by Cashmeery Mull and Butchrage on Sheopersaud and Bissessur Dass, on account the money of His Royal Highness, Lucknow Sicca Rupees	2,04,173	0	0
Ditto, drawn by ditto, on ditto, on account the money of Nabob Saadet Ali Khan, arrears to February 1787, Lucknow Sicca Rupees ...	1,00,000	0	0

No. XLIII.

TREATY of COMMERCE with the NABOB AUSUF-UL-DOWLA, 1788.

TREATY of COMMERCE between CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER; one of HIS BRITANNIC MAJESTY'S HONOURABLE PRIVY COUNCIL, LIEUTENANT-GENERAL of HIS MAJESTY'S FORCES, GOVERNOR-GENERAL and COMMANDER-IN-CHIEF of all the POSSESSIONS and FORCES of HIS BRITANNIC MAJESTY and of the HONOURABLE the UNITED COMPANY OF MERCHANTS of ENGLAND, in the EAST INDIES, &c., &c., &c., on the part of the said HONOURABLE UNITED COMPANY, and HIS EXCELLENCY the VIZIER-UL-MOMALIK HINDOSTAN, ASSUF JAH, NABOB AUSUF-UL-DOWLA YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG.

The Right Honourable Charles, Earl Cornwallis, K.G., Governor-General, &c., &c., and His Excellency the Nabob Vizier Behauder, &c., &c., having received various representations from the merchants trading between the Company's dominions and the dominions of His Excellency the Vizier, setting forth the losses and inconveniences which they suffer as well from the heavy duties collected on their merchandise, as from the mode of levying the same, His Lordship, on the part of the Honourable the United Company of Merchants of England trading to the East Indies, and His Excellency the Nabob Vizier, &c., with a view to remove the evils complained of, and to promote the welfare of their respective States, have agreed upon the following Articles, which shall be binding on themselves, their heirs, and successors:—

ARTICLE 1.

The contracting parties shall not claim any exemption from duties either for themselves, their subjects, or dependants, or any other preson or persons, of whatever country or nation.

ARTICLE 2.

His Excellency the Nabob Vizier, &c., agrees to grant rowannahs, or custom house passes, under the seals and signatures of his officers, for all goods exported from his dominions to the dominions of the Company, specifying the quantity of the goods, and the valuation on which his own export duties shall have been levied. The Right Honourable Earl Cornwallis, in like manner, engages that similar rowannahs or custom house passes shall be granted for all goods exported from the Company's dominions (comprehending the Provinces of Bengal, Behar, Orissa, and the District of Benares) to the dominions of His Excellency the Vizier, specifying the quantity of the

goods, and the valuation on which the duties shall have been levied in the dominions of the Company.

ARTICLE 3.

His Excellency the Vizier, &c., agrees to levy the duties on all goods imported into his territories from the Company's dominions, upon the valuation specified in the Company's rowannah. The Right Honourable Earl Cornwallis, &c., agrees to levy the duties on all goods imported from His Excellency's dominions into the district of Benares or the Company's provinces, on the valuation specified in the rowannah of His Excellency the Nabob Vizier.

ARTICLE 4.

Goods exported from the Company's dominions to the dominions of His Excellency the Vizier, if by the River Ganges, shall pay the duties at Lutchagyr, or at Foolpore; if by the River Goomty, at Ghura Mobarikpore; if by the River Gogra, at Doorhy Ghaut; if by land, at Keeway, Maidnee Gunge, Chundahpertaubpore, Mow, or Mahraj Gunge; and if by the way of Circar Gooruckpore, at the Ghaut of the River Gunduck, or at Gooruckpore, Mujholee, or Chollooparah. The merchant or person in charge of the goods, upon paying the duties hereinafter mentioned, at either of the above stations, shall receive a rowannah from the Collector of the duties, under his public seal, which shall exempt the goods from all further demands or molestation whatever, in their progress through the dominions of His Excellency.

The duties on goods exported from the dominions of His Excellency the Vizier to the dominions of the Company, whether by land or water, shall be levied at the established stations in the District of Benares, and the Province of Behar, and rowannahs granted as above specified.

The contracting parties reserve to themselves the power of changing the situation of the stations for levying the duties as they may deem expedient, upon giving public notification to each other of the new station fixed upon.

ARTICLE 5.

Broad cloth, iron, copper, lead, manufactures of iron, copper, lead, gold or silver, raw-silk, silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Company to the dominions of the Vizier, shall pay an import duty of two and a half per cent. to His Excellency, on the price specified in the rowannah taken out in the Company's dominions.

ARTICLE 6.

Salt exported from the Company's dominions to the dominions of the Nabob Vizier, shall pay an import duty of five per cent. to His Excellency, on the valuation specified in the rowannah granted at any of the stations in the Company's dominions.

ARTICLE 7.

Cotton coming from Jahlone, Hydernugger, Omraowty, Naugpore, or any of the countries of the Deccan, and passing through the dominions of the Nabob Vizier to the dominions of the Company, shall pay a duty of five per cent. to His Excellency on the fixed valuation of six rupees per maund of ninety-six sicca weight to the seer. Rowannahs for covering the same through His Excellency's dominions shall be granted at the station where the duties are levied. The same cotton, when it arrives in the Province of Benares, shall pay a duty of two and a half per cent., and two and a half per cent. more on entering the Soubah of Behar, upon the valuation above specified, or should it not pass through the jurisdiction of Benares, it shall pay five per cent. upon being imported into the Company's provinces.

ARTICLE 8.

Silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Nabob Vizier to the Company's dominions shall pay a duty of no more than two and a half per cent. on the price specified in His Excellency's rowannah. The said duty shall be collected at the established station in Benares, should the goods pass through that district, and upon their arrival in the Company's provinces the Collectors of the Customs shall grant a rowannah, duty free, to cover such goods to any part of Bengal, Behar, or Orissa. Should the said goods enter the Company's provinces without passing through the District of Benares, the above duty of two and a half per cent. shall be levied at the first station in the Company's provinces.

ARTICLE 9.

All goods not specified in the foregoing Articles, exported from the respective dominions of the contracting parties, shall be subject to a duty of five per cent. on the valuation inserted in the rowannah of the country from whence they were originally exported. If the goods shall have been exported from the Company's dominions to the dominions of the Nabob Vizier, His Excellency will collect the duty aforesaid at one of the stations mentioned in the third Article; if from the territories of His Excellency to the dominions of the Company, two and a half per cent. shall be levied at the first established station in the District of Benares, and two and a half per cent. at the first authorized station in the Province of Behar; or, should the said goods enter the Company's provinces without passing through the jurisdiction of Benares, the whole duty of five per cent. shall be collected at the first authorized station in the Province of Behar.

ARTICLE 10.

Goods exported from the Province of Bengal, Behar, or Orissa, or from the District of Benares to the dominions of the Nabob Vizier, after having paid the import duties to His Excellency, according to the rates and in the mode prescribed in the foregoing Articles, if sold in the dominions of the

Nabob Vizier, shall be subject to the established local duties of the market or gunge in which they are disposed of. Provided, nevertheless, that if the said goods shall be sold for the purpose of being exported beyond the confines of His Excellency's dominions, and not for the consumption of the same, no local gunge or market duty, or any other duty whatsoever, shall be levied on account of such sale or purchase; but the import rowannah of the seller shall be endorsed by the Collector, or head officer in charge of such gunge, and delivered over to the purchaser, who shall transport the goods through the dominions of the Nabob Vizier, without further molestation. If such purchaser, however, should afterwards dispose of the said goods for consumption in any market or gunge in His Excellency's territories, they shall be subject to the established duties of the same. In like manner, goods exported from the dominions of His Excellency to the dominions of the Company, after having paid the import duty in the latter, according to the rates, and in the mode prescribed in the foregoing Articles, if sold in any gunge or market, shall be subject to the local gunge or market duties under the preceding limitations.

The gunge duties to be thus levied are not to exceed the ancient established rates, to which no addition shall be made without the mutual consent of the contracting parties.

ARTICLE 11.

If any renter, zemindar, collector of the revenues, jaghiredar, or holder of rent-free lands shall levy any duties or exactions on goods passing through the dominions of the contracting parties, and on which the regular duties shall have been paid, and rowannahs taken out as prescribed in the foregoing Articles, for the first offence he shall be fined twenty rupees for every rupee so exacted; for the second offence, forty rupees; and for the third offence, if a renter or collector of the revenues, he shall be fined one hundred rupees for every rupee so exacted, and be dismissed from his farm or employment; if a zemindar, jaghiredar, or rent-free landholder, he shall forfeit his lands. Any officer of the customs exacting more than he is authorized, shall, for the first offence, be fined ten times the amount so exacted, and be dismissed from his employment. The party injured shall be indemnified out of the fines for the sum so exacted, and it shall be left to the discretion of the contracting powers to grant such further portion of the said fines as they may deem adequate to the trouble and loss of the party so injured.

ARTICLE 12.

In order to discourage every attempt to evade the payment of the import duties, merchants endeavouring to pass the station at which they are to pay the same, without having previously taken out a rowannah, shall be subject to double duties; and the contracting parties agree to issue orders in their respective territories, requiring all persons to pay the duties and take out rowannahs for their goods, as directed in the foregoing Articles, before they approach an authorized station.

This Article not to extend to the local duties in the markets or gunges, which are to be collected in the mode, and under the limitations prescribed in the tenth Article upon the goods entering the same.

ARTICLE 13.

The contracting parties reserve to themselves the right of levying whatever duties they may think proper, on all goods produced and consumed within their respective dominions, and also on their own exports, and on all imports from other countries not under the dominion of the Company or the Nabob Vizier, the article of Deccan, &c., cotton going to the Company's dominions excepted, on which His Excellency is to levy the duties as specified in the seventh Article.

ARTICLE 14.

If any dispute shall arise between the merchants of the respective States, it shall be decided by the laws of that State in which the defendant may reside. If the defendant be a resident in the Company's dominions, the plaintiff shall be allowed the privilege of stating his case, through the vakeel or Agent of the Vizier, to the Right Honourable the Governor-General in Council, who may refer it for decision to the provincial court of justice, within the jurisdiction of which the cause of action may have arisen, or the defendant may reside; in like manner, if the defendant be a resident in the Vizier's dominions, the plaintiff shall be entitled to represent his case, through the English minister, to His Excellency the Vizier, who may refer it for decision to such of his officers as he may think proper. It is further agreed, that should the collectors of customs, zemindars, or other subjects of either State, act in any respect towards the merchants and traders contrary to the true intent and meaning of this Treaty, the party injured shall be entitled to seek redress in the mode above prescribed.

ARTICLE 15.

This Treaty not to extend to the Province of Rohilcund or Kuttair, in which His Excellency reserves to himself the right of collecting the duties according to the ancient established rates, or of increasing or diminishing the same as he may deem expedient.

ARTICLE 16.

His Excellency the Vizier having obtained the consent of the Nabob of Furruckabad to include his territories in this Treaty, and agreed to make him a compensation for any losses he may sustain in his revenues, in consequence of having relinquished his claim to the collection of separate duties on the Deccan, &c., cotton passing through his territories to the dominions of the Company, and on the exports from the Company's dominions, the territories of the said Nabob are included accordingly, and as far as concerns the operation of this Treaty, are to be considered, in every respect, upon the same footing as a province of the dominions of His Excellency the Vizier.

ARTICLE 17.

This Treaty to be in force from the 1st of September next, corresponding with the 29th of Zehige, 1202 Hegira, or sooner, if it can be ratified and exchanged before that period.

Ratified at Fort William, 25th July 1788.

(Sd.) CORNWALLIS.

Company's

Seal.

[A true copy.]

(Sd.) E. HAY,

Secretary to the Government.

(A true copy.)

(Sd.) G. F. CHERRY, *Dep. Per. Tr.*

(A true translation.)

(Sd.) G. F. CHERRY, *Dep. Per. Tr.*

No. XLIV.

TRANSLATION of an AGREEMENT entered into by HIS EXCELLENCY the NABOB VIZIER with the HONOURABLE the GOVERNOR-GENERAL, at LUCKNOW, executed the *20th of March 1797.*

The Governor-General having represented to His Excellency the Vizier the late very great increase of the Company's military establishment, by the addition of several regiments of cavalry, both European and Native, and, in compliance with the Company's orders, solicited His Excellency's assistance to defray the consequent additional expense, His Excellency, in the fullest reliance that the Company's troops are ever ready, in conformity to existing Engagements, to protect and defend his dominions against the attacks of all enemies, agrees as follows:

That he will annually defray the actual *bonâ fide* expenses of a regiment of European and one of Native cavalry, that is to say, two regiments (the amount of which expenses, however, the Governor-General cannot at present specify) provided they shall not exceed upon any account five lakhs and a half of rupees per annum. The amount to be defrayed by monthly instalments, of which the first shall commence with the month of Bysack of the present Fussellee year.

(A true translation.)

(Sd.) N. B. EDMONSTONE,

Persian Translator to the Government.

No. XLV.

TREATY with the NABOB VIZIER SAADET ALI KHAN BEHAUDER, —*21st February 1798.*

Whereas, various Treaties have been concluded at different times, between the late Nabob Shuja-ul-Dowla Behauder, and the Nabob Ausuf-ul-Dowla Behauder, and the Honorable the English East India Company, to the mutual advantage of their respective dominions, the Nabob Vizier-ul-Momaluck Yemeen-ul-Dowla Nazim-ul-Mulk, Saadet Ali Khan Behauder, Mobarez Jung, and Sir John Shore, Baronet, on the part of the Honorable the East India Company, with a view to perpetuate the amity subsisting between the two States, and the advantages reciprocally resulting from it, now agree to the following Articles:—

ARTICLE 1.

That the peace, friendship, and union so long subsisting between the two States, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

By the existing Treaties between the States, the Honorable the East India Company are bound to defend the dominions of His Highness the

Nabob Saadet Ali Khan against all enemies. And with a view to enable them to fulfil this Engagement, and at the same time provide for the protection of their own dominions, the English Company having largely increased their military establishment, by the addition of new levied regiments, both of infantry and cavalry, the Nabob Saadet Ali Khan, in consideration thereof, agrees, in addition to the annual subsidy paid by the late Nabob Ausuf-ul-Dowla to the English Company, being fifty-six lakhs seventy-seven thousand six hundred and thirty-eight rupees, to pay in perpetuity the further sum of nineteen lakhs twenty-two thousand three hundred and sixty-two rupees, making altogether the sum of seventy-six lakhs of rupees. The said rupees to be Oude Sicca Rupees, of the present weight and standard.

ARTICLE 3.

The above subsidy of seventy-six lakhs of Oude Sicca Rupees is to commence from the 21st day of January 1798, the date of the accession of the Nabob Saadet Ali Khan to the Musnud of Oude; and the said Nabob engages that it shall be punctually discharged, month by month, as it becomes due, in sums of six hundred and thirty-three thousand three hundred and thirty-nine Oude Sicca Rupees, five annas and four pie, of the present weight and standard, according to the kistbundy annexed.

ARTICLE 4.

That the arrears of subsidy due upon former Engagements, to the 21st of January 1798, also be immediately discharged.

ARTICLE 5.

The Nabob Saadet Ali Khan agrees that an annual allowance of one lakh fifty thousand Oude Sicca Rupees be made to Vizier Ali Khan, and agrees to pay the amount by monthly kists of twelve thousand five hundred rupees to the English Company, who will pay the same to the Vizier Ali Khan, as long as he shall continue to reside in the dominions of the English Company.

ARTICLE 6.

The stipends to the Begums and Princes at Benares, amounting to two lakhs four thousand rupees per annum, and the Furruckabad pensions, amounting to twenty-three thousand six hundred and thirty-eight rupees, are included in the above sum of seventy-six lakhs of Oude Sicca Rupees.

ARTICLE 7.

The Governor-General, Sir John Shore, Baronet, on the part of the East India Company, agrees that the English forces maintained in the country of Oude for its defence, shall never consist of less than ten thousand men, including Europeans and Natives, cavalry, infantry, and artillery. And if at any time it should become necessary to augment the troops of the Company in Oude, beyond the number of thirteen thousand men, including Europeans and Natives, infantry, cavalry, and artillery, the Nabob Saadet

Ali Khan agrees to pay the actual difference occasioned by the excess above that number, and, in the same manner, if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry, cavalry, artillery, Natives and Europeans, a deduction shall be made from the annual stipend, of seventy-six lakhs of rupees, equal to the actual difference of men below the specified number.

ARTICLE 8.

As the English Company are not possessed of any Fortress in the dominions of Oude, the Nabob Saadet Ali Khan, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the Fort of Allahabad, with all its buildings and appurtenances, and the ghauts immediately dependent upon the Fort, together with as much land surrounding the Fort as may be necessary for the purpose of an esplanade: the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said ghauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of the Fort, provided that it does not exceed the sum of eight lakhs of Oude Sicca Rupees; and that the said amount, or actual amount of the expenditure, not exceeding eight lakhs of rupees, shall be paid to the Company within two years from the date of this Treaty, in such proportions as may be required for defraying the expense to which it is applicable. And the said Nabob Saadet Ali Khan Behauder, for the same reasons, further agrees to advance to the English Company, for the purpose of repairing the Fort of Futty Ghur, within six months from the date of this Engagement, a sum not exceeding, on the whole, three lakhs of Oude Sicca Rupees.

ARTICLE 9.

If, for the better protection and defence of the dominions of the Nabob Saadet Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Futty Ghur, the Nabob Saadet Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most advisable and convenient, and that he will defray the expense attending their removal, and making cantonments for the troops.

ARTICLE 10.

As the English Company have incurred a considerable expense by their exertions in establishing the right of the Nabob Saadet Ali Khan, the said Nabob agrees, in consideration thereof, to pay the Company the sum of twelve lakhs of Oude Sicca Rupees.

ARTICLE 11.

As the payment of the Company' troops in Oude depends upon the regular discharge of the subsidy, stated in the second and third Articles of the Treaty, the said Nabob engages to exert his utmost endeavours to discharge the stipulated kist with punctuality; but if, contrary to the sincere

intentions and exertions of the said Nabob, the payment of the kist shall fall into arrears, the said Nabob Saadet Ali Khan engages and promises, that he will then give such security to the Company for the discharge of the existing arrears, and the future regular payment of the kists, as shall be deemed satisfactory.

ARTICLE 12.

Whereas, by the Engagements now entered into between the Nabob Vizier and the Company, the amount of the subsidy is considerably increased, and many other permanent charges upon His Excellency are incurred; on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reduction in the superfluous charges of the public establishments, servants, etc., as may be requisite, and are consistent with His Excellency's dignity and convenience. To that end, the said Nabob agrees to consult with the Company's Government, and, in concert with them, devise the proper objects of such reductions and the best means of effecting them.

ARTICLE 13.

As the political interests of the Nabob Saadet Ali Khan and the English Company are the same, it is expedient that all correspondence between the Nabob Saadet Ali Khan and any foreign power or State shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadet Ali Khan agrees and promises, that no correspondence contrary to the tenor of this Article shall be carried on by him.

ARTICLE 14.

As the stipulations in the Commercial Treaty between the two States have not been enforced with due attention, particularly in the dominions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavours to give force and effect to them.

ARTICLE 15.

The Nabob Saadet Ali Khan engages and promises that he will not entertain any Europeans of any description in his service, nor allow any to settle in his country without the consent of the Company.

ARTICLE 16.

The Nabob Saadet Ali Khan agrees, that a suitable maintenance shall be provided for the reputed children of his brother, the late Nabob Ausuf-ul-Dowla, and willingly promises to take them under his protection.

ARTICLE 17.

The Nabob Vizier-ul-Momalik Saadet Ali Khan Behauder, for himself and his heirs, and the Governor-General, Sir John Shore, Baronet, on the part of the East India Company, respectively promise to observe, sincerely

and strictly, all the Articles contained and settled in the present Treaty; and they both agree, that they will give the greatest attention to maintain between themselves, their dominions, and their subjects, this present Treaty and all the Articles settled by it; that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

Kistbundi (or Instalment) for the payment of the Annual Subsidy.

1st kist, for the month of January, payable on the 1st of February	6,33,333	5	4
2nd kist, for the month of February, payable on the 1st of March	6,33,333	5	4
3rd kist, for the month of March, payable on the 1st of April	6,33,333	5	4
4th kist, for the month of April, payable on the 1st of May	6,33,333	5	4
5th kist, for the month of May, payable on the 1st of June	6,33,333	5	4
6th kist, for the month of June, payable on the 1st of July	6,33,333	5	4
7th kist, for the month of July, payable on the 1st of August	6,33,333	5	4
8th kist, for the month of August, payable on the 1st of September	6,33,333	5	4
9th kist, for the month of September, payable on the 1st of October	6,33,333	5	4
10th kist, for the month of October, payable on the 1st of November	6,33,333	5	4
11th kist, for the month of November, payable on the 1st of December	6,33,333	5	4
12th kist, for the month of December, payable on the 1st of January	6,33,333	5	4
TOTAL SICCA RUPEES	76,00,000	0	0

(Sd.) J. SHORE. [Persian Seal.]

[Persian Seal.] *Signed, sealed, and interchanged at Lucknow, this Twenty-first day of February, in the year of Our Lord One Thousand Seven Hundred and Ninety-Eight, in the presence of—*

J. LUMSDEN, *Resident.*

N. B. EDMONSTONE, P. T.

No. XLVI.

ENGAGEMENT executed by the NABOB SAADET ALI KHAN to the BHOW BEGUM (mother of the late NABOB AUSUF-UL-DOWLA) under the guarantee of the COMPANY,—*7th February 1798.*

The Nabob Vizier Saadet Ali Khan, being impressed with sentiments of the sincerest respect and regard for Her Highness the Bhow Begum, and fully

relying on her friendship and assistance in his affairs, whenever requisite, promises to show her every degree of respect and attention, and do everything to promote her convenience and comfort; as a proof of which the said Nabob agrees, that the pensions allotted for the Sahauss and Khoord Mehal shall be paid by Her Highness, and the Mehal of Goanda be made over to her, as a jaydaud, for that purpose. And as a public demonstration of the said Nabob's cordial respect and attention towards Her Highness, he further consents, that the Mehals of Oude, Putchumrout Mungulsee, being situated in the vicinity of Fyzabad, which has long been her fixed residence, be ceded to her in jaghire, and that the English East India Company be considered as guarantees to this Engagement; in testimony whereof, the said Nabob has hereunto set his seal, and the Governor-General his signature.

No. XLVII.

TREATY between the HONORABLE the EAST INDIA COMPANY and HIS EXCELLENCY the NABOB VIZIER-UL-MOMALIK, YEMEEN-OO-DOWLA, NAZIM-UL-MOOLK, SAADET ALI KHAN BEHAUDER, MOBAURIZ JUNG, for ceding to the COMPANY, in perpetual sovereignty, certain portions of HIS EXCELLENCY'S territorial possessions, in commutation of the subsidy now payable to the COMPANY by the VIZIER,—*10th November 1801.*

Whereas, by the Treaty now subsisting between His Excellency the Vizier and the Honorable the East India Company, the Company have engaged to defend His Excellency's dominions against all enemies, and to enable them to fulfil that Engagement His Excellency is bound by the aforesaid Treaty to pay to the Company, in perpetuity, the annual subsidy of seventy-six lakhs of Lucknow Sicca Rupees, and is further bound by the said Treaty to defray the expense of any augmentation of force, which, in addition to the number of troops stipulated in the Treaty, shall be judged necessary to enable the Company to fulfil their Engagements of defending His Excellency's dominions against all enemies; and whereas it is advisable that the funds for defraying these charges be established on a footing which shall admit of no fluctuation of either increase or decrease, and which shall afford satisfaction and security to the Company in regard to the regular payment in perpetuity of all such charges: The following Treaty, consisting of ten Articles, is concluded, on the one part by His Excellency the Most Noble Marquis Wellesley, K.P., Governor-General for all affairs, civil and military, of the British Nation in India, through the Honorable Henry Wellesley and Lieutenant-Colonel Scott, under full powers vested in them by the said Governor-General, for the purpose of concluding a Treaty with His Excellency the Vizier, in the name and on the behalf of the Governor-General; and on the other part by His Excellency the Nabob Vizier-ul-

Momalik, Yemeen-Oo-Dowla, Nizam-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, on behalf of himself, and his heirs and successors, for ceding to the Honorable the English East India Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency, on account of the Company's defensive Engagements with His Excellency.

ARTICLE 1.

His Excellency the Nabob Vizier hereby cedes to the Honorable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirty-five lakhs of rupees, including expenses of collections, in commutation of the subsidy, of the expenses attendant on the additional troops, and of the Benares and Furruckabad pensions.

Statement of the Jumma.

Chuckla Korah, Kurrah, and Chuckla Etawah				55,48,577	11 9
Kehr and others				5,33,374	0 6
Furruckabad and others				4,50,001	0 0
Khairaghur and others				2,10,001	0 0
Azimghur and others, Azimghur, Mownaut Bunjun				6,95,624	7 6
Goruckpore and others and Butwul	Goruckpore, etc.	5,09,853	8 0		
	Butwal	40,001	0 0		
				5,49,854	8 0
Soubah of Allahabad and others				9,34,963	1 3
Chuckla Bareilly, Asophabad, and Kelpoory				43,13,457	11 3
Nabob Gunge, Kehly, and others				1,19,242	12 0
Mohoul and others, with the exception of the Talook of Arwul				1,68,378	4 0
TOTAL JUMMA, LUCKNOW SA. RS.				1,35,23,474	8 3

The above-mentioned mehals being ceded to the Honorable Company, as held by the Aumils, in the year 1206 Fussellee, no claims are to be hereafter made on account of villages or lands which in former years may have been added to or separated from the said mehals.

ARTICLE 2.

The subsidy which by the second Article of the Treaty of 1798, His Excellency engaged to pay to the Company (now that territory is assigned in lieu thereof and of the expenses of the additional troops) is to cease for ever; and His Excellency is released from the obligation of defraying the expenses of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries

ceded to the Company or the territories which shall remain in the possession of His Excellency the Vizier.

ARTICLE 3.

The Honorable the East India Company hereby engage to defend the territories which will remain to His Excellency the Vizier, against all foreign and domestic enemies; provided always, that it be in the power of the Company's Government to station the British troops in such part of His Excellency's dominions as shall appear to the said Government most expedient; and provided further that His Excellency, retaining in his pay four battalions of infantry, one battalion of nujeebs and muwattees, two thousand horsemen, and to the number of 300 golundauz, shall dismiss the remainder of his troops, excepting such numbers of armed peons as shall be deemed necessary for the purposes of the collections, and a few horsemen and nujeebs to attend the persons of the Aumils.

ARTICLE 4.

A detachment of the British troops, with a proportion of artillery, shall at all times be attached to His Excellency's person.

ARTICLE 5.

That the true intent and meaning of the 1st, 2nd, 3rd and 4th Articles of the Treaty may be clearly understood, it is hereby declared, that the territorial cession, being in lieu of the subsidy, and of all expenses on account of the Company's defensive Engagements with His Excellency, no demand whatever shall be made upon the treasury of His Excellency on account of expenses which the Honorable Company may incur, by assembling forces to repel the attack or menaced attack of a foreign enemy,—on account of the detachment attached to His Excellency's person,—on account of troops which may occasionally be furnished for suppressing rebellions or disorders in His Excellency's territories,—on account of any future change of military stations,—or on account of failures in the resources of the Ceded Districts, arising from unfavourable seasons, the calamities of war, or any other cause whatsoever.

ARTICLE 6.

The territories ceded to the Honorable Company by the first Article of this Treaty shall be subject to the exclusive management and control of the said Company and their officers, and the Honorable the East India Company hereby guarantee to His Excellency the Vizier and to his heirs and successors the possession of the territories which will remain to His Excellency after the territorial cession together with the exercise of his and their authority within the said dominions; His Excellency engages that he will establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects,

and be calculated to secure the lives and property of the inhabitants; and His Excellency will always advise with, and act in conformity to, the counsel of the officers of the said Honorable Company.

ARTICLE 7.

The district ceded by the first Article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fussellee year 1209, corresponding with the 22nd of September A.D. 1801, and His Excellency will continue to pay the subsidy and the expense of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession, from His Excellency's officers, of the countries so ceded; the Company will not claim any payment of subsidy from His Excellency's treasury, after their officers shall have obtained possession of the Ceded Districts.

ARTICLE 8.

The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to form a separate Commercial Treaty; in the meantime it is agreed that the navigation of the Ganges and of all other rivers where they may form the mutual boundary of the two States shall be free and uninterrupted; that is to say, that no boats passing up and down the Ganges or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties, nor shall any duties be exacted from boats which put to in the possessions of either of the contracting parties, without intention of landing their goods: it shall, however, be in the power of both Governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated, that no exemption from duties on articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the Ceded Territories shall be claimed, after they shall have been delivered over to the Company's officers.

ARTICLE 9.

All the Articles of former Treaties for establishing and cementing the union and friendship subsisting between the two States are to continue in full force, and all the Articles of the Treaty concluded by the late Governor-General, Sir John Shore, on the part of the Honorable the East India Company, and His Excellency the Vizier, in the year 1798, not annulled by this Treaty, are to remain in full force, and to continue binding upon both contracting parties.

ARTICLE 10.

This Treaty, consisting of ten Articles, has been settled and concluded through the Honorable Henry Wellesley and Lieutenant-Colonel Scott,

under the full powers vested in them by the Governor-General as aforesaid, with His Excellency the Vizier, in the City of Lucknow, on the 10th day of November, in the year of Our Lord One Thousand Eight Hundred and One, corresponding with the second of the month of Rejib of the year Twelve Hundred and Sixteen Hegira.

L. S. (Sd.) WELLESLEY.

Seal of Saadet Ali Khan.

Ratified by His Excellency the Most Noble the Governor-General, on the Ganges near Benares on the Fourteenth day of November 1801.

(Sd.) N. B. EDMONSTONE,
Secy. to the Govt., Sec. and Pol. Dept.

No. XLVIII.

MEMORANDUM of the final result of the discussions between HIS EXCELLENCY the MOST NOBLE the GOVERNOR-GENERAL and the NABOB VIZIER of Oudh, 1802.

On the 15th of February 1802, His Excellency the Nabob Vizier transmitted to the Governor-General a paper of propositions, to which His Excellency required the Governor-General's assent: and the Governor-General, after full deliberation on the contents of the said paper, returned a distinct answer to each of the Articles therein detailed. His Excellency the Vizier, in a paper delivered on the 22nd of the same month, proposed certain modifications of the Governor-General's answers, and the original propositions, together with the Governor-General's answers and the Vizier's proposed modifications thereof, were fully discussed at a conference holden between the Governor-General and His Excellency the Vizier, on the 24th of the same month. In consequence of this conference, it was mutually agreed that certain of the Articles of the original paper of propositions should be altogether omitted, and that the Governor-General's reply to the third Article should be modified in confirmity to the suggestion of His Excellency the Vizier. At the same conference His Excellency the Vizier, adverting to the Governor-General's suggestion, in his reply to the second Article, that the Vizier should appoint some person to conduct, in the quality of Minister, the ordinary details of public affairs, proposed to constitute and appoint his second son, Mirza Ahmed Ali Khan, to act in that capacity. The

Governor-General, at the same conference, deemed it to be expedient to declare to His Excellency the Vizier the general principles which, in His Lordship's judgment, should regulate the connection and intercourse between the two States, as resulting from the Treaty concluded between the Honorable Company and His Excellency the Vizier, on the 10th November 1801. With a view to obviate all future doubts on the subject and result of these communications and conferences, the Governor-General now commits to writing the final determination of the several points discussed between His Lordship and the Vizier, and affixes his seal and signature to this paper, and directs the Secretary in the Political Department, who was present at every conference, and who interpreted between the Governor-General and the Vizier, to countersign this paper.

Propositions.	*Answers.*
Let no one, as has hitherto been the practice, afford countenance and support to any person, to impede the recovery of just balances from Aumils and others; but, on the contrary, let him (meaning the Resident) afford assistance to the Circar in the recovery of those balances. If the Resident is desirous of withholding me from the prosecution of any particular measure, let him state his sentiments to me in private, in which case (as I am far from being disposed to act unjustly) either I will prove to the Resident the equity of the proceeding, or the Resident will set me right, and, in the latter event, I will, in conformity to his desire, abandon such proposed measure, and no one will be apprised of any disagreement subsisting between us.	Unobjectionable; and this proposal shall be observed. The Resident shall be furnished by His Excellency the Nabob Vizier with all the information necessary to establish the justice of the proceeding by vouchers and proofs.
Regular tribunals, in which I do not desire to possess any exclusive interest shall be established, for the sole purpose of giving effect to the Mahomedan law, of fulfilling just claims, and of securing the lives and properties of the people. It is necessary that all persons should subject themselves to the jurisdiction of those tribunals; and if any person should refuse to acknowledge the jurisdiction or oppose the authority of those tribunals, let the Company's Officers assist in enforcing obedience to them.	This is perfectly wise and proper.

Propositions.

I consider Her Highness the Begum as my superior, and I am extremely desirous of supporting her dignity, and of promoting her ease. I have no concern with the produce and revenues of her jaghire, nor of any of the jaghiredars; but the authority of the courts of justice, the adjustment of disputes, the redress of grievances, the observance of the civil and criminal punishments, and all other points connected with the administration of justice, must be conducted under my orders, in the Cities of Lucknow and Fyzabad, and in all the jaghires in the same manner as in the rest of my dominions. For these things appertain to the Sovereign, whose duty it is to prevent every species of oppression. Her Highness' servants must not, in any manner, interfere in them, for a partnership in Government is inadmissible. It is for Her Highness' own credit that she should state to me whatever may be her desire in points of the nature above described, in order that what she desires may be accomplished, through the medium of the officers of my Government. The state of affairs hitherto prevailing has been this: that frequent tumults and bloodshed have occurred in Fyzabad, and in Her Highness' jaghire, and not the slightest attention has been paid by Her Highness to anything that I have said or written. In the time of my late brother, the settlement of disputes in the jaghires was left to the Circar. These points will give efficacy to my Government.

I request that His Lordship will have the goodness to send for Daraub Ali Khan, and desire that, exclusively of the jaghire, such property, lands, bazars, gardens, &c., to a considerable extent, belonging to the Circar, as the officers of Her Highness have unjustly,

Answers.

The administration of justice in the Begum's jaghire must be under the Nabob's authority, and the Begum's servants must be subject to it. The authority of the Nabob's courts will be enforced by the British power.

The Governor-General proposes to take all the matters depending between the Nabob and Begum into full consideration, and to effect a settlement between the Begum and the Nabob, on just, equitable, and permanent principles.

Propositions.	*Answers.*
and without the requisite vouchers (Sunnud), appropriated since four years (a fact which Mr. Lumsden, Molary Golaum Kauder Khan, his Moonshee, and other creditable persons such as Almas Ali Khan, Daraub Ali Khan, and their respective vakeels, can substantiate, and are fully acquainted with, which Her Highness herself formerly acknowledged, which all the most creditable officers of the Circar, such as Jye Sookh Roy, &c., know, and a statement of which property is to be found upon their records, and the appropriation of which property occasions a considerable loss to me, at a time when I am not in a condition to sustain any loss) may be restored to me, and the profits which may have been collected from such property made over to me, so that my losses therein may be compensated. This will be in conformity to Her Highness' engagements. Let His Lordship have the goodness to transmit orders to the Honorable Henry Wellesley, upon the following points.	
Not to afford protection to fugitives from my country, but to surrender such, when demanded by me, or else to expel them from it.	All criminals will be reciprocally surrendered: but the subjects of both States, who shall not be accused of capital crimes, should be at liberty to pass freely from one country to the other, and to be established reciprocally in either.
In the event of any of the dependants of my Circar applying for farms within the Ceded Districts, to require such person to execute a writing, binding himself to take such farm only on condition that he is not in balance to the Circar.	All balances, now or hereafter, due to the Circar, to be adjusted within a reasonable time, and engagements to be taken to this effect from all persons in balance.
There are several of my Aumils retaining lands in the Ceded Districts, who are in balance to the Circar, to give me credit in his accounts for the	None of the Nabob's Aumils are now employed in the Ceded Provinces.

Propositions.	*Answers.*
sums due by such Aumils, or else to deliver up those Aumils to me, that I may recover from them what is justly due, and then let them go. When they have settled their accounts with the Circar, Mr. Wellesley will, of course, enter into such engagements with them as he may think proper.	
There are many gardens and other property belonging to the Circar, in the country ceded for the charges of the troops, which are quite distinct from the revenue of the country, in the same manner, for instance, as at this moment at Benares, there is property belonging to me, and still in my occupation: let His Lordship have the goodness to direct that any property of that description in the Ceded Districts may be given into the possession of my people. A statement of the particulars of such property, gardens, &c., within the Ceded Districts, shall be given in.	Any property of this description which the Nabob shall satisfy the Lieutenant-Governor to belong to His Excellency, will, of course, be delivered over to his servants.
I have been induced to cede the districts for the charges of the British Troops merely to gratify His Lordship, deeming it necessary so to do in consequence of Mr. Wellesley's arrival, and resolving to conform to His Lordship's wishes, and to obey His Lordship's commands. Let strict orders be issued that no one may be permitted to injure or destroy any mosques, tombs, or imaumbarrahs, which now exist within those districts.	Orders shall be issued accordingly.
An engagement was contracted for paying to the Circar the monies collected at the ghauts at Allahabad. Four years have now elapsed since that time, and though I have repeatedly made application to the Resident upon this subject, nothing has hitherto been paid on that account, which occasions a considerable loss to me.	Orders will be issued for the settlement of this account.

Propositions.	*Answers.*
Let orders be issued for the payment of those monies agreeably to engagement.	
Mr. Wellesley promised to send the Treaty; it has not yet, however, been received. Let His Lordship (or Mr. Wellesley) be reminded to send it.	The Treaty has been sent.
The Nabob Vizier proposes that his son, Mirza Ahmed Ali Khan, be appointed to the situation of Minister for the affairs of his Government.	The Governor-General concurs in this proposition, and considers Mirza Ahmed Ali Khan to have been appointed accordingly.
I hope from His Lordship's kindness that His Lordship will, in my presence, explain all the foregoing points to the Resident, and direct him to act in conformity to them; and that His Lordship will also enjoin the Resident, after His Lordship's departure, to occasion no delay or impediment in my departure, whenever I may choose to set out, and to assist me in the preparations for my journey.	In conformity to His Excellency's desire, the proposed explanation and injunctions were stated to the Resident by the Governor-General, in His Excellency's presence on the 24th February.
	The Governor-General now proceeds to state the general principles, by which the connection and intercourse between the two States are to be regulated henceforth.
	By the terms of the Treaty concluded between the British Government and His Excellency the Vizier, on the 10th November 1801, His Excellency the Nabob's authority is to be completely established within his reserved dominions, and to be exercised through His Excellency's own officers and servants, the British Government having engaged to guarantee the establishment and exercise of His Excellency's authority within his reserved dominions, and the Governor-General will never depart from this engagement. His Excellency has engaged to establish within his reserved dominions such a system of administration as shall be conducive to the prosperity of his subjects, and be calculated to secure

Propositions. *Answers.*

the lives and property of the inhabitants. The system of administration is to be carried into effect by His Excellency's own officers and servants, and by his own authority.

His Excellency has also engaged always to advise with, and to act in, conformity to the counsel of the officers of the Honorable Company.

In the establishment, therefore, of an improved system of administration within the reserved dominions, and also in all affairs connected with the ordinary government of those dominions, and with the usual exercise of His Excellency's established authority the Vizier has engaged to advise with, the British Government, and to conform to its counsels.

Those counsels will always be offered to His Excellency in the form of friendly advice, and in the spirit of reciprocal confidence, and of mutual regard and respect.

The Governor-General, when the importance of the subject shall require, and the nature of the occasion shall admit his immediate intercourse with the Vizier, will offer the advice of the British Government to His Excellency, by a direct communication, either in person or by letter.

The British Resident at Lucknow, however, is the constituted local representative of the British Government, and the ordinary and established channel of communication in all cases whatever.

The Resident will, therefore, in the common course of business, offer to the Vizier the advice of the British Government, in the name of the Governor-General; and in every case which may require the Resident

Propositions. *Answers.*

to state such advice, it is to be received as proceeding immediately from the Governor-General.

Such advice will be offered by the Resident in all practicable cases, under the general or specific orders of the Governor-General.

The Resident must advise the Nabob with perfect cordiality, and must employ every endeavour to coincide with His Excellency in an uniform course of measures, and to unite sincerely with His Excellency, in carrying into effect, exclusively under His Excellency's authority, and through His Excellency's officers, those measures which shall be determined upon in conformity to the counsels of the British Government. In cases requiring the aid of the British Government, or the assistance of the British troops, they shall be employed according to the exigency of the occasion.

The Resident must conduct himself towards the Nabob Vizier, on all occasions, with the utmost degree of respect, conciliation, and attention, and must maintain cordial union and harmony in all transactions, and must endeavour to impart strength and stability to His Excellency's authority.

The Resident must never proceed to act in the affairs of the reserved dominions, without previous consultation with His Excellency or with his Ministers, and the Resident must, in the first instance, observe strict secrecy with regard to the subject of such consultations, until the measures to be adopted shall be finally determined.

Under these regulations, the Governor-General expects that the

Propositions. *Answers.*

Nabob Vizier will act in conformity to the advice and representations of the Resident; and as no question of difficulty remains between the British Government and His Excellency, the Governor-General entertains a confident hope that no future vexation can occur in the transaction of affairs.

(Sd.) WELLESLEY. Seal of the Governor-General.

(Sd.) N. B. EDMONSTONE,
Secy. to Government,
Secret and Pol. Dept.

No. XLIX.

TREATY with NABOB SAADET ALI,—*14th January 1812.*

Whereas, disputes and contentions have arisen between the subjects of the Honorable Company and of the Government of His Excellency the Vizier, regarding the boundaries of their respective villages, the possession of lands acquired by alluvion, and of islands formed in the rivers which constitute the frontier of the two States; therefore, and with the view of settling and obviating such disputes at the present and in all future times, the following Treaty is concluded by His Excellency the Nabob Vizier-ul-Momalik Yemeem-Oo-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, for himself, his heirs and successors, and by Major John Baillie, Resident at Lucknow, by virtue of full powers vested in him for this purpose on the part of the Right Honorable Gilbert, Lord Minto, one of His Britannic Majesty's Most Honorable Privy Council and Governor General of all the British possessions in the East Indies, on the part of the Honorable the United East India Company and their heirs and successors.

ARTICLE 1.

Every island and portion of ground which at the end of the Fussellee year 1208 appertained to the Ceded Territory belong now to the British

Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Vizier. Any island originally belonging to either State which shall, by inundation, disappear, shall, on its re-appearance, belong to that State whose property it originally was, although its form may be altered; and all villages and lands situated on the boundary of the two States which appertained at the above period to either of the States shall hereafter and for ever, without dispute, be the property of the State to which they belonged at that time.

ARTICLE 2.

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

ARTICLE 3.

All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fussellee or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable, and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of that State to which at any point it is the most contiguous.

ARTICLE 4.

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel on either side of an island which was in the first instance deep, shall become shallow, and the channel, on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further as, with a view to ascertain the comparative depth and breadth of the opposite channels of a river in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

ARTICLE 5.

If at any time, as in the case of rivers or streams forming the common boundary which wind greatly in their course, an arm or portion of land shall

be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may by such alteration have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party.

ARTICLE 6.

What has been agreed to in the foregoing Articles, relates merely to the prevention of disputes between the two States with respect to the lands alluded to in those Articles, and has no reference whatever to the rights of zemindars.

ARTICLE 7.

This Treaty, comprising seven Articles, having been settled and concluded in the City of Lucknow, on the 14th of January, in the year of our Lord 1812, corresponding with the 28th of the month of Zilhujjii, of the year 1226 Hegira, Major John Baillie, Resident, has delivered to the Vizier one copy of the same in English and Persian, sealed and signed by him, and His Excellency the Vizier has delivered to Major Baillie another copy, also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages to procure and deliver to His Excellency the Vizier, within the space of thirty days, a copy of the same, under the seal and signature of the Right Honorable the Governor-General, when the copy under his own seal and signature shall be returned.

(Sd.) J. BAILLIE,
Resident.

Saadet Ali Khan's Seal.

President's Seal.

This Treaty was ratified by the Governor-General in Council.

No. L.

ENGAGEMENT with the NABOB GHAZI-OOD-DEEN HYDER, VIZIER OF OUDH,—*dated 12th July 1814.*

The friendship and alliance which so firmly and happily subsisted between His Excellency the Nabob Vizier-ul-Momalik, Yemeen-oo-Dowlah, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung (whose soul is in Paradise), and the Honorable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption

whatever. All existing Treaties and Engagements likewise that were contracted with the late Nabob are in full force, to all intents and purposes; and we hereby declare, that we are effectually bound by the Engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and Engagements shall be duly observed until the end of time.

Signed and sealed on the 12th day of July A. D. 1814, answering to the 22nd of Rujub A. H. 1229, with the seal and signature of His Highness Refant-ood-Dowla, Rufee-ool-Moolk Ghasee-ood-Deen Hyder Khan Behauder, Shehamut Jung, Nabob of Oude, and delivered in duplicate on the day aforesaid by His Highness' hand to Emand-ood-Dowla, Afzul-ool-Moolk, Major John Baillie, Behauder Arsulam Jung, Resident at the Court of Lucknow.

(Sd.) J. BAILLIE,
Resident.

Seal.

COUNTERPART of ENGAGEMENT with the NABOB VIZIER of OUDH,—*dated 3rd August 1814.*

The friendship and alliance which so firmly and happily subsisted between His late Excellency the Nabob Vizier-ul-Momalik Yemeen-ood-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, and the Honourable Company's Government, shall be considered to subsist with equal force and sincerity, and shall continue for ever unimpaired between His late Excellency's son and successor, the Nabob Refant-ood-Dowla, Rufee-ul-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung, and the Honourable Company: and all Treaties and Engagements which subsisted between His late Excellency and the Honourable Company's Government shall be considered to be in full force, and to all intents and purposes; and His Excellency the Right Honorable the Governor-General hereby declares, on the part of the Honourable Company, that the British Government is especially bound by the said Engagements and Treaties, and the said Engagements and Treaties shall be duly observed until the end of time.

Given under the seal and signature of His Excellency the Right Honorable Governor-General, at Monghyr, in the Province of Bengal, this Third day of August, in the year of Our Lord One Thousand Eight Hundred and Fourteen.

Seal.

(Sd.) MOIRA.

By His Excellency the Governor-General.

(Sd.) GEO. SWINTON,
Pn. Secy. to Governor-General.

No. LI.

DEED of DEPOSIT executed by the BUHOO BEGUM,—1813.

L. S.

BEGUM'S.

Witnesses { L. S. L. S

BOOBOO SOODH BUTCHUN

and

DARAB ALEE KHAN.

This is an obligation in the manner of a Deed of Deposit by Her Highness the Bow Begum, daughter of Mootumen-ood-Dowla Ishak Khan, deceased, wife of Nawab Shooja-ood-Dowla, deceased, and mother of the late Nawab Asuf-ood-Dowla, in favor of the Honourable Company's Government, whose guarantee for the security and protection of Her Highness, her friends and dependents, has long been established to the effect underwritten, *viz.*:—

My jaghire, houses, property and goods of every description shall remain in my possession while I live, and I alone shall have the power of using them for the support and provision of those who are dear to me, my nephews and other relations, dependents, eunuchs, and female slaves, &c., as I think proper. But being mindful of the uncertainty of this transitory life, and with a view to future events, while yet in health of body and of sound intellect and judgment, I hereby give and surrender in trust and deposit, to the Members of the Honourable Company's Government, the whole of the property and goods in ready money, household furniture, plate and jewels, &c., now in my possession, amounting to the sum of seventy lakhs of rupees, as particularly stated and described in a separate schedule under my seal, and whatever I may hereafter acquire and possess from this date till the day of my death, conferring and bestowing on the said Government the fullest power and authority over all my said property and possessions, for the purpose and with the intent that they, the members of the said Government, in consideration of their ancient friendship for me, and as they have done hitherto during my life time, do continue after my death to be the guardians and protectors of all those who are dear to me, my nephews, connections, eunuchs and other dependents, and do secure and preserve to those persons individually, name by name, and to their heirs and successors for ever, the jaghires and monthly allowances in money from the income of my personal wealth, which I have assigned to each of them respectively in a separate statement under my seal; that so they may be rendered independent of every other person for subsistence.

The British Government will further protect my said relations and dependents against all tyranny and oppression, and will support them in the unmolested possession of all such houses, gardens, bazars and shops, profits and perquisites of every description, as they may have occupied and enjoyed during my life, taking care that no person shall disturb either them or their heirs or successors in the occupation and enjoyment of those

possessions; and as my faithful servant Darab Alee Khan Nazeer, and all other public officers, eunuchs, and dependents of my Government have hitherto satisfied me, and will continue to do so during my life, as to the accuracy of their conduct and accounts no demands should hereafter be made against them, nor should they be required to give any account, save for the immediate surrender and delivery to the Honourable Company's Government, agreeably to my orders, of the property in money and goods above stated to be now in my possession, and the further amount to be accumulated from this date until the day of my death, of which a faithful account shall be rendered.

In addition to the several provisions to individuals which are stated in the accompanying list, the sum of three lakhs of Sicca Rupees is to be given to my servant Darab Alee Khan for the purpose of erecting a mausoleum over the place of my interment, and one lakh of Sicca Rupees to be appropriated as a donation to the shrines of Karbula, Nujufe Ashruff, and other holy places, at the discretion of my said minister, who is a faithful and religious person, and will apply the money to the purposes specified. To defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, having a clear jumma of Sicca Rupees ten thousand, shall be allotted; and the surplus revenue of the villages to be given to the poor and religious inhabiting the said mausoleum, that they may enjoy peace and tranquillity of mind.

The stipends of those that are dear to me, my nephews, eunuchs, booboos, female slaves, and other dependents, to be regularly paid from the revenue of my jaghire, or from the income of my personal wealth, to Darab Alee Khan who will distribute the money among them, and whose recommendations and suggestions shall be received and attended to on their behalf, and after establishing and securing the whole of the above-mentioned salaries and pensions, and paying the foregoing sums, the balance of my property in ready money and valuables shall be at the entire and uncontrolled disposal of the Honourable Company's Government, to do whatever they please with it, and to give it to whomsoever they please.

Bu tas some of my relations and connections, who are mentioned in the accompanying list, have jaghires and established allowances in money from another Government, which are liable to resumption or diminution on the death of the present possessors, contrary to the practice of my Sircar, it is incumbent on the Honourable Company's Government, with a view to its own reputation and for the credit of my name, after securing the several provisions detailed in the accompanying list, to reserve in its own hands such a portion of the residue of my property as will ensure a suitable provision in perpetuity to the descendants of those of my relations, whose allowances may be resumed at their death, that no person related to me may be left in an indigent condition.

L. S.

BEGUM'S.

(A true translation.)

(Sd.) J. BAILLIE, *Resident.*

SCHEDULE of the contents of the Treasury and apartments in the Palace of Her Highness the Bow Begum, under her Seal.

L. S.

GRAND TOTAL—SEVENTY LAKHS OF RUPEES.

In the house of the late Juwahur Alee Khan.

SIXTY-FOUR LAKHS, *viz.*:—

In Rupees.	*In Gold Mohurs and Gold.*
Sixty-one lakhs and forty-seven thousand five hundred and two Rupees. Rupees . . 61,47,502	Two lakhs and fifty-two thousand four hundred and ninety-eight Rupees and fourteen annas, *viz.*:— 15,448 Gold Mohurs, valued at Rupees . 2,31,671 11½ 1,279-2-4 tolahs of Gold, Rupees . 20,827 2½ Rupees . 2,52,498 14

Accumulated in the time of the late Juwahur Alee Khan, and deposited in the large room close to the Abdar Khana, locked and sealed with Her Highness' seal.

TWENTY-FIVE LAKHS AND SIXTY-FIVE THOUSAND FIVE HUNDRED AND EIGHT RUPEES, TWELVE ANNAS AND A HALF, *viz.*:—

In Rupees.	*In Gold Mohurs and Gold.*
Twenty-four lakhs fifteen thousand three hundred and ninety-eight, and four annas. Rupees . 24,15,398-4 annas.	One lakh and fifty thousand one hundred and eighty-two Rupees, eight annas and a half, *viz.*:— 9,100 Gold Mohurs, valued at Rupees . 1,32,711 1½ 1,070-9-4 tolas of Gold, Rupees . . 17,466 7 Rupees . 1,50,182 8½

Recent accumulation since the death of Juwahur Alee Khan.

THIRTY-EIGHT LAKHS AND THIRTY-FOUR THOUSAND FOUR HUNDRED AND TWENTY RUPEES, THREE ANNAS AND THREE-QUARTERS, *viz.*:—

In Rupees.			*In Gold Mohurs and Gold.*		
Thirty-seven lakhs thirty-two thousand one hundred and three Rupees, fourteen annas, *viz.*:—			One lakh and two thousand three hundred and sixteen Rupees, five annas and three-quarters, *viz.*:—		
Sicca Rupees of present currency . .	28,86,372	13¾	6,847 Gold Mohurs, valued at Rupees . .	98,955	10¼
Ditto of the 2nd sun	75,045	12	208-5 tolahs of gold, Rupees . .	3,360	11½
Ditto 22nd ditto	8,650	0			
Corah and Rukabee Rupees . .	7,62,035	4¼	Rupees .	1,02,316	5¾
Rupees .	37,32,103	14			

*Places of Deposit of the Recent Accumulation.**

In the cellar below the Bara Durree, Gold Mohurs and Rupees ...	15,38,991	8
In a small apartment adjoining the Old Kutcherrie, Sicca and Corah Rupees	9,38,641	3½
In the Hall of the Old Kutcherrie, Gold Mohurs and Gold, Sicca and Rukabee Rupees	5,44,771	15
In a small apartment of the house, in Gold Mohurs, Sicca and Corah Rupees	8,12,015	9½
	38,34,420	3¾

* *N.B.*—The several sums of money depcsited in the places above specified are contained in chests which are buried under the floors excavated for that purpose, and carefully covered over, so that no trace of the deposit appears.

(Sd.) J. BAILLIE,
Resident.

Places of Deposit.

In Her Highness the Begum's Palace called Mootee Muhl, *viz.*:—

In a small apartment adjoining that in which she sleeps . . . . . } Jewels.

In a larger apartment, called the Toshakhana or Wardrobe . . . . . } Jewels.

In an apartment of the Cheenee Khana . } Utensils of gold, silver, and glass.

The whole of the property in money and jewels, &c., contained in those three places of deposit, is estimated by guess at the sum of six lakhs of rupees.

(A true translation.)

(Sd.) J. BAILLIE,
Resident.

The Obligation of Darab Ali Khan, received the 25th July 1813.

L.S. BOOBOO SOODH BUTCHUN L.S. D. A. K.'s.

Witnesses and

L.S. MEER AMEER HYDER.

Whereas Major John Baillie, Resident at Lucknow, having this day attended in the presence of Her Highness the Bow Begum, received from Her Highness' hands a statement of the contents of her treasury, amounting to the sum of sixty-four lakhs of Rupees, and was further informed by Her Highness that, besides the above-mentioned sum, a lakh of Rupees, in ready money, and jewels, etc., of the value of five lakhs of Rupees, are certainly in Her Highness' possession, in apartments of her palace pointed out, I therefore, hereunto subscribing, do hereby promise and engage, in the case of my surviving Her Highness the Begum, to deliver to the Honourable Company immediately after Her Highness' death, the whole of the sum above stated, of seventy lakhs of Rupees in money and jewels as specified, together with all further sums that may accumulate in Her Highness' treasury from this time till the period of her death, and of which a faithful account shall be rendered.

In witness whereof, I have written this obligation on the 25th day of the month of Rujub 1228 Hijery.

(A true translation.)

(Sd.) J. BAILLIE, *Resident.*

Detailed statement of monthly allowances to the relations, connexions, eunuchs, servants, dependents and slaves of Her Highness Ammut-ooz-Zuhura, daughter of Ishak Khan, deceased, and of other necessary expenses, to be paid and defrayed in perpetuity to the persons and for the purposes specified from the principal and interest of her wealth, as particularly stated in a Deed of Deposit under her seal, dated the 26th of Rujub 1228 Hijery (25th of July 1813), in favour of the Honourable Company's Government—these allowances being in addition to, and exclusive of, the pensions established of old and payable by the Vizier's Government to the several members of the Khas Muhl, to the families of Mirza Ali Khan and Salar Jung, and to the three sons of the latter, Mirza Cassim Ali Khan, Akbur Ali Khan, and Asghur Ali Khan.

Total—two lakhs and ninety-six thousand nine hundred and seventy-six Rupees per annum, or twenty-four thousand seven hundred and forty-eight Rupees per mensem.

BOOBOO SOODH BUTCHUN L. S.

Witnesses L. S.

DARAB ALI KHAN. L. S.

BEGUM'S.

To Beebee Lootf-oon-Nissa and other sixteen persons, ten thousand nine hundred rupees per mensem, viz.:—

	Rs.	a.	p.	Rs.	a.	p.
To Beebee Lootf-oon-Nissa	1,500	0	0			
,, her husband, Mirza Mohamed Tuckee Khan	2,500	0	0			
,, Mirza Hyder, her son	1,000	0	0			
,, Fatima Begum, her daughter	1,000	0	0			
,, Mirza Shahmeer, her son-in-law, son of Mirza Naseer	1 500	0	0			
,, Mumcola Begum, daughter of Mirza Naseer	1,500	0	0			
,, Nawab Mirza (Grand-children of Mirza Tuckee and Mirza Naseer.)	200	0	0			
,, Nawab Beebee	200	0	0			
,, Abbass Mirza	200	0	0			
,, Nader Mirza	200	0	0			
,, Saheb Mirza	200	0	0			
,, Husrut Begum	200	0	0			
,, Nawab Bahadur	200	0	0			
,, Jaferee Begum	200	0	0			
,, Alee Jah	200	0	0			
,, Meean Husnoo	100	0	0			
				10,900	0	0
To Mirza Cassim Alee Khan and others, seven nephews and a niece, three thousand six hundred and fifty Rupees, viz.:—						
For himself	1,000	0	0			
To Mirza Akbur Alee Khan	1,000	0	0			
,, Mirza Ashur Alee Khan	1,000	0	0			
,, Mirza Choohur	100	0	0			
,, Mirza Mebtur	100	0	0			
,, Mirza Abbass	100	0	0			
,, Mirza Sooltan Alee Khan	100	0	0			
,, Janee Khanum Sahibeh	150	0	0			
	3,550	0	0			
To Mohumdee Begum, the wife of Mirza Jaafur Alee, son of Mirza Alee Mahummed, and grandson of Mirza Akbur Alee Khan.	100	0	0			
				3,650	0	0
To Boobo Soodh Butchun and others, four persons, four hundred and fifty Rupees, viz.:—						
To Booboo Soodh Butchun	200	0	0			
,, Booboo Almass Koonr	50	0	0			
,, Beebee Feiz-oon-Nissa	100	0	0			
,, Mobaruck-oon-Nissa	100	0	0			
				450	0	0
To Mohummud Darab Alee Khan and others, nine thousand eight hundred and fifty-eight Rupees, viz.:—						
To Darab Alee Khan, who has served me most faithfully and obediently to my entire satisfaction, the Tuppeh of Rokha, in my original jaghire of Salone in jaghire, or an allowance in money, per mensem, of Sc. Rs.	4,000	0	0			
				4,000	0	0
To Ameer-oon-Nissa Begum	200	0	0			
,, Bunnoo Sahibeh	50	0	0			
,, Meer Mohummud Alee and Ahmud Alee	150	0	0	400	0	0
Carried over	...			19,400	0	0

To Mohummud Darab Alee Khan and others, viz.—contd.	Rs. a. p	Rs. a. p.
Brought forward . .	...	19,400 0 0
To Meean Turrub	60 0 0	
„ Meean Muhboob, Senior	60 0 0	
„ Meean Khoosh Chushm	60 0 0	
„ Meean Saadut	60 0 0	
„ Meean Busharut	60 0 0	
„ Meean Dilawur	60 0 0	
„ Meean Dowlut	60 0 0	
„ Meean Muhboob, Junior	60 0 0	
„ Meean Bukhtawur	30 0 0	
„ Meean Pokhraj	30 0 0	
„ Meean Nishat	30 0 0	
„ Meean Maakool	30 0 0	
„ Meean Yakoot	30 0 0	
„ Meean Munzoor	30 0 0	
„ Meean Khoorsheid	30 0 0	
„ Meean Busheer	30 0 0	
„ Meean Almass	30 0 0	
„ Meean Zoolficar	30 0 0	
„ Meean Furhut	30 0 0	
„ Meean Showkut	30 0 0	
„ Seedee Muhboob, Senior	30 0 0	
„ Meean Hoosseyn	30 0 0	
„ Meean Tumkeen	30 0 0	
„ Kunbur	30 0 0	
„ Aklmund	30 0 0	
„ Meean Umbur	30 0 0	
„ Meean Nuseem	30 0 0	
„ Neekroz	30 0 0	
„ Belall	30 0 0	
„ Lutafut	30 0 0	
„ Seedee Muhboob, Junior	30 0 0	
„ Sooltan Alee Khan	100 0 0	
„ Sooltan, Senior	60 0 0	
„ Meerjan, Senior	60 0 0	
„ Khuwasus, female servants		
100 @ 7 each, is Rs. 700 0 0		
300 @ 5 „ „ 1,500 0 0		
	2,200 0 0	
„ 200 sepoys as a guard, at 4½ Rs.	900 0 0	
„ Murjan, Junior	60 0 0	
„ Emam Alee	50 0 0	
„ Nuzur Alee	30 0 0	
„ Jaafur Alee	30 0 0	
„ Hedayut Hoosseyn	30 0 0	
„ Aabed Alee	30 0 0	
„ Bundeh Alee	30 0 0	
„ Seedee Hussun	30 0 0	
„ Punah Alee, Vakeel	200 0 0	
„ Moonshee Soobhan Alee	100 0 0	
„ Seyud Toorab Alee	100 0 0	
„ Mirza Koochuk	150 0 0	
„ Beebee Khyr-oon-Nissa	9 0 0	
„ Khoodyjut-oon-Nissa	9 0 0	
		5,348 0 0
Total, Rupees . .	...	24,748 0 0

To Darab Alee Khan, for the purpose of erecting a mausoleum over the place of my interment, three lakhs of rupees.

To Darab Alee Khan, as nuzzurs to the shrines of Karbula, Nujufe Ashruff, and other holy places, one lakh of rupees.

To Darab Alee Khan, to defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, to the amount of Sicca Rupees ten thousand.

The stipend to the families of my brothers, Nawab Mirza Alee Khan and Nawab Salar Jung, to remain on the same footing as they have been since the time of the late Nabob Asuf-ood-Dowla, and the British Government will continue to aid and support them on all occasions; and if at any future period, on the death of the present incumbents, those stipends or a part of them should be resumed by the Vizier, the British Government is in this case to act as desired by the Deed of Deposit, that is, to grant a suitable allowance to the heirs of the persons deceased from the revenue of my jaghire or the residue of my property at its disposal.

The stipend of Mirza Cassim Alee Khan will also remain as heretofore since the time of the Nabob Asuf-ood-Dowla, and the British Government will assist and protect him on all occasions for my sake and in compliance with my earnest request; and if at any future period, on the death of the said Mirza Cassim Alee Khan, the whole or a part of his stipend should be resumed by His Excellency the Vizier, in that case the British Government is to act as desired in the Deed of Deposit, that is, to grant a suitable allowance in money to the heirs of the said Cassim Alee Khan, either from the revenue of my jaghire or the residue of my personal wealth.

The allowances of the Khas Muhl from the Mehals of Goonda to remain as heretofore, and to be paid to the members of the said Mehal agreeably to the separate list; and if at any future period the whole or any part of the stipends of Lootf-oon-Nissa, Mirza Mahummud Tuckee Khan, Mirza Naseer or their children should be resumed by the Vizier, the British Government is in that case to act as directed in the Deed of Deposit, that is, to grant an equal allowance in money from the revenue of my jaghire, or from the income of my personal property.

The allowances of the children and dependents of Mirza Jooma shall continue after my decease to be paid to them as heretofore, and if these allowances be resumed, the British Government will assign a suitable provision for those persons from my jaghire or my personal property.

The monthly allowance which was granted to Zufr-ood-Dowla, deceased, in lieu of his jaghire shall be secured to his children and dependents: or otherwise the British Government shall assign to them a suitable stipend from the revenue of my jaghire, or from the annual income of my property.

L. S.

BEGUM'S.

Dated the 26th of Rujub, 1228 Hijery.

(A true translation.)

(Sd.) J. BAILLIE, *Resident.*

List of the Pensions of the Khas Mehal, paid from the Mehal of Goonda.

Grand Total, One Lakh Ninety-Nine Thousand Six Hundred and Eight Rupees, Eight Annas.

		Per mensem.	Rs.	a.	p.	Per Annum.	Rs.	a.	p.
To Agha Tuckee			2,000	0	0		24,000	0	0
„ Lootf-Oon-Nissa Begum	2,500								
For herself	1,500								
For her son Mirza Hyder	500								
For her daughter Fatima Begum	500								
		ditto	2,500	0	0	ditto	30,000	0	0
„ Agha Gheyas		ditto	500	0	0	ditto	6,000	0	0
„ Agha Naseer		ditto	1,500	0	0	ditto	18,000	0	0
„ Mirza Hujjoo		ditto	600	0	0	ditto	7,200	0	0
„ Khyr-Oon-Nissa		ditto	30	0	0	ditto	360	0	0
„ Mirza Jaffer Hakeem		ditto	82	0	0	ditto	984	0	0
„ The Relations, &c., of Mirza Alee and of Mirza Jaffer Hakeem		ditto	166	10	9	ditto	2,000	0	0
„ Bundee Begum		ditto	450	0	0	ditto	5,400	0	0
„ Amina Begum		ditto	450	3	0	ditto	5,400	0	0
„ Begum Saheb		ditto	200	0	0	ditto	2,400	0	0
„ Tuwukhool Saheba		ditto	150	0	0	ditto	1,800	0	0
„ Injunie Khanum		ditto	100	0	0	ditto	1,200	0	0
„ Anjoom Oon-Nissa		ditto	100	0	0	ditto	1,200	0	0
„ Sabera Khanum		ditto	100	0	0	ditto	1,200	0	0
„ Omdee Begum		ditto	75	0	0	ditto	900	0	0
„ Koodseea Begum		ditto	150	0	0	ditto	1,800	0	0
„ Museeta Begum		ditto	200	0	0	ditto	2,400	0	0
„ Sungee Begum		ditto	200	0	0	ditto	2,400	0	0
„ Jumnee Begum		ditto	200	0	0	ditto	2,400	0	0
„ Mother of Hussun Alee Khan		ditto	85	0	0	ditto	1,020	0	0
„ Dependents of Bubee Shu		ditto	100	0	0	ditto	1,200	0	0
„ The widows of Mirza Jaffer		ditto	300	0	0	ditto	3,600	0	0
„ Begum Saheba		ditto	1,500	0	0	ditto	18,000	0	0
„ Imamee Begum		ditto	150	0	0	ditto	1,800	0	0
„ Fatima Begum		ditto	200	0	0	ditto	2,400	0	0
„ Hinga Begum		ditto	450	0	0	ditto	5,400	0	0
„ Hussun Alee Khan		ditto	500	0	0	ditto	6,000	0	0
„ Sons of ditto		ditto	300	0	0	ditto	3,600	0	0
„ Mirza Guzula		ditto	250	0	0	ditto	3,000	0	0
„ Mirza Bundhoo		ditto	900	0	0	ditto	10,800	0	0
„ Mohumud Alee Khan		ditto	200	0	0	ditto	2,400	0	0
„ Mirza Aboo Taleb		ditto	250	0	0	ditto	3,000	0	0
„ Agha Boozoorg		ditto	226	0	0	ditto	2,712	0	0
„ Mirza Hussain-ood-Deen Hyder		ditto	500	0	0	ditto	6,000	0	0
„ Mehrum Alee Khan		ditto	100	0	0	ditto	1,200	0	0
„ Mirza Ibrahim		ditto	250	0	0	ditto	3,000	0	0
„ Abbass Koolee Khan		ditto	125	0	0	ditto	1,500	0	0
„ Meeah Bussunt		ditto	20	0	0	ditto	240	0	0
„ Meeah Norooz		ditto	20	0	0	ditto	240	0	0
„ Meeah Muhubbutt		ditto	10	0	0	ditto	120	0	0
„ Meeah Hyder Alee		ditto	8	0	0	ditto	96	0	0
„ Meeah Bahadur Alee		ditto	12	0	0	ditto	144	0	0
„ Hursook Roy Motsuddee		ditto	7	0	0	ditto	84	0	0
„ Mirza Booshun Alee Mouzzen		ditto	7	0	0	ditto	84	0	
„ Meer Moortuza Hukeem		ditto	40	0	0	ditto	480	0	0
„ Khuwasspoora		ditto	370	6	0	ditto	4,444	8	0

DARAB ALEE KHAN.

L. S.

(A true translation.)

(Sd.) J. BAILLIE,
Resident.

No. 5.

To

HER HIGHNESS THE BHOW BEGUM.

Written 29th October 1813.

I have the honor to acknowledge the receipt of Your Highness' letter to the address of the late Governor-General, the Earl of Minto, referring to the result of your communications with Major Baillie, who had proceeded to Fyzabad to receive Your Highness' commands; and Major Baillie has reported to me the substance of what passed at the several conferences with which you honored him during his residence at Fyzabad.

2. The arrangement which Your Highness has adopted in order to secure the due fulfilment of your wishes in favor of your relations and dependents is worthy of your acknowledged discernment and prudence, and will tend to enlarge and perpetuate the fame of your wisdom and piety; and it will, I trust, be the means of securing to the full extent your benevolent intentions. I will not conceal from Your Highness, however, that I should have felt more confidence on that subject if Your Highness had seen fit to place in the immediate charge of the British Government such a portion of your wealth as would be equal to the demand on that account, as suggested to you by Major Baillie. Your Highness may, however, rely on the just and punctual discharge, by the British Government, of the trust which you have confided to it, and may be assured that it will in all its measures consult the honor and reputation of Your Highness, and the comfort and security of those who have been so fortunate as to become the objects of your regard and affection.

For Your Highness' further satisfaction I have executed an instrument, which will be transmitted to Your Highness by the Resident at Lucknow, containing the unqualified confirmation and guarantee by the British Government, of the disposition of Your Highness' personal property, prescribed in the documents under Your Highness' seal, and attested by Darab Alee Khan and Baboo Sook Butchun, which were delivered to Major Baillie.

3. Your Highness is aware that the consent of His Excellency the Vizier must be obtained to the grant of villages in Pergunnah Puchumrath, and although it cannot be doubted that His Excellency will most readily comply with Your Highness' wishes in an affair in which Your Highness' satisfaction and his own reputation are equally concerned, it must be obvious to Your Highness that the British Government can only engage to employ its utmost influence with His Excellency to obtain his consent to the desired arrangement. I have accordingly instructed Major Baillie to obtain, at a fit season, His Excellency's acquiescence, and I have no doubt that at an early period he will be enabled to make a communication to Your Highness on the subject, which will be entirely satisfactory to your mind.

4. I request Your Highness to accept the assurances of the unalterable respect and attachment of the British Government, and to repose implicit confidence in its zeal and anxiety for your interest and comfort.

DRAFT of ENGAGEMENT to HER HIGHNESS the BHOW BEGUM.

Her Highness the Bhow Begum having, by an instrument bearing her seal, and duly attested by witnesses, declared her intention to make over to the British Government the whole of her personal property, in order to enable that Government to provide for Her Highness' relations and dependents, to the extent and in the manner specified in a separate paper, also sealed with Her Highness' seal, and witnessed as above, and for other purposes expressed in those papers; and Her Highness having moreover delivered to the Resident at Lucknow a Schedule under her seal, specifying the estimated amount and value of her property in money and jewels, and the places in which it is deposited; the Governor-General hereby confirms and guarantees the disposition of Her Highness' personal property prescribed in the documents above referred to, and promises and engages that on obtaining possession of that property the whole of Her Highness' directions, in favor of her relations and dependents, and with regard to the other objects mentioned in those papers, shall, as far as depends on the British Government, be carried into early and complete effect; and the Governor-General further engages to employ the utmost influence of the British Government to obtain from His Excellency the Vizier the grant in perpetuity of villages in the Pergunnah of Puchumrath, of the annual jumma of Rupees 10,000, in the name of Darab Alee Khan, according to Her Highness' desire. The Governor-General moreover promises to afford the countenance and protection of the British Government to Her Highness' relations and dependents, and to maintain them and their posterity in the possession of the provisions which Her Highness has devised to them.

Done at Fort William, this 29th day of October 1813.

No. 2.

TO HIS HIGHNESS THE NABOB REFAUT-OOD-DOWLAH.

Written the 19th July 1814.

A considerable time has elapsed since I received the orders of Government to submit to the notice of Your Highness' father, of blessed memory, the objects and result of my proceedings on the occasion of my visit to Fyzabad, at the request of Her Highness the Begum, in the months of July and August last. My delay to execute those orders was occasioned, in the first instance, by the necessary preparation of copies of a number of documents of a secret and important nature, the transcribing of which could only be entrusted to the most confidential of my native servants, and subsequently by the unhappy indisposition of Your Highness' father, which precluded the propriety of my bringing subjects of this nature before him. I had, in fact prepared a letter on the subject to His Excellency the late Vizier, which

forms the ground work of this address to Your Highness, and was intended to have been delivered on the 12th instant, at a conference which was fixed for that day.

The documents which I now submit to Your Highness are so very explicit in their tenor, and so fully descriptive of the just and natural objects to which they refer, as to render comments on my part superfluous; and the explanations with which I am charged by the Government being calculated rather to meet eventual enquiries on the part of His Excellency the late Vizier, than to answer any immediate purpose of our Government in this communication, may, with obvious propriety, be reserved for an occasion of personal conference hereafter, if the subject of the documents enclosed should appear to Your Highness to require it.

Your Highness is probably aware of the original intention of Her Highness the Bhow Begum, announced in a manner the most solemn to the Most Noble the Governor-General Marquis Wellesley, through the medium of the late Colonel Scott, to transfer the whole of her property, real and personal, including the revenues of her Jaghire, which Her Highness considered as the free and irrevocable gift of her husband, the late Nawab Soojah-ood-Dowlah, to the Honorable Company's Government, and to constitute that Government her sole heir and executor at her death.

The just right of Her Highness the Begum to confer, and of the Honorable Company's Government to accept, the character and privileges of Her Highness's heir and executor, with a reference to her personal property, could never be reasonably doubted; and Your Highness will duly appreciate the motives of extraordinary consideration which induced our Government to reject a proposal so honorable and advantageous to itself, on the part of Her Highness the Begum, and to recommend to her an arrangement which must combine the most essential benefit to Your Highness, as well as a due regard for your rights, with the accomplishment of the Begum's most laudable and benevolent purposes in favor of her relations and dependents.

That all these objects have been attained by the result of my proceedings at Fyzabad, as explained in the accompanying documents, Your Highness cannot fail to observe; and you will now experience without alloy the satisfaction which I promised to your august father, when I should be authorized to communicate for his information the arrangements which I concluded with the Begum, and which the Right Honorable the Governor-General in Council has been pleased to ratify and confirm.

Your Highness' cheerful acquiescence in that part of the arrangement referred to, which provides for the honorable interment of Her Highness the Begum's remains, when it shall please God to remove her from this transitory state, cannot for a moment be doubted; and to this particular clause in the instrument under Her Highness' seal, and another intended to provide for, what I consider as an impossible case, the disposition of Your Highness' mind to discontinue or resume, at their death, the allowances of the Begum's relations, enjoyed under Your Highness' government, I have been commanded by His Excellency the Right Honorable the Governor-

General in Council to solicit your early attention, and to request a communication of your sentiments and intentions with regard to them at as early a period as may be practicable.

The peculiar nature of the documents which I have the honor of transmitting to Your Highness, and more particularly the wish of Her Highness the Begum respecting them, as explained in one of her letters to me, will, I doubt not, suggest to Your Highness the propriety of preventing the contents of any of those documents from becoming generally known for the present, and of Your Highness' observing the same degree of secrecy with regard to the provisions of Her Highness the Begum's Will, which I have invariably practised since that instrument was committed to my charge.

(A true copy.)

(Sd.) J. BAILLIE,

Resident.

FROM

HIS HIGHNESS THE VIZIER.

Received the 4th of August 1814.

I have had the pleasure of receiving your letter of the 19th ultimo, with its enclosures, stating that "you had received the orders of His Excellency the Right Honorable the Governor-General to communicate the result of your proceedings at Fyzabad, &c., &c.," and I have perused the papers which you transmitted to me with the greatest care and attention.

Of a truth this Government had never, and can never have, such a firm friend and ally—so sincere and disinterested in its friendship, as the Honorable Company's Government, who, regardless of its own advantage, has rejected personal property to so very considerable an amount bequeathed by Her Highness the Bhow Begum, and determined to transfer the whole of that property to me, after providing for the payment of the legacies and annuities to the Begum's near relations and dependents, which Her Highness so properly bequeathed to them, and which the British Government has justly guaranteed. Words are inadequate to express the sense which I entertain of this conduct; and of course I most cheerfully acquiesce in the arrangements which His Lordship has proposed to me, regarding the assignment of lands in Puchumrath, for the expenses of the Begum's mausoleum, and the other purposes of her Will. Accordingly I hereby engage that, when it shall please Almighty God to remove my venerable grandmother from this transitory scene, villages in the District of Puchumrath, yielding a revenue of ten thousand rupees per annum, shall be set apart and granted in perpetuity for the charges of Her Highness' mausoleum, and further that all the stipends and provisions which Her Highness' relations enjoy and have hitherto received from this Government shall be continued to them and

their heirs in perpetuity, without any deduction whatever. Considering you as my sincere friend and well-wisher, I request you to report these engagements for His Lordship in Council's satisfaction, without any delay.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

NO. LII.

FROM

HIS EXCELLENCY THE VIZIER.

Received 28th November 1814.

In my letter of the 5th of Zee Hijjeh (19th instant) I transmitted to you a statement of the pensions to be hereafter paid from your treasury, excluding those of Teyyuba Begum and her relations. On further consideration it seems proper that, according to your original suggestion, Teyyuba Begum should be included in the list; and it is further my present desire that the allowance of Ramazan Alee Khan should be added, making in all, as per the sealed statement enclosed, a sum of six lakhs and fifty-one thousand Rupees per annum, for which a provision shall be made. I therefore write to desire that the purport of this letter and statement be submitted by you to my respected uncle, the Right Honorable the Governor-General Lord Moira, and in the case of His Lordship's approval that the monthly stipends of all the persons named in the statement be issued hereafter from the Honorable Company's Treasury, beginning with the first of the present month of Zee Hijjeh, 1229 Hijery (14th November 1814), and that their receipts be transmitted to me. Let my former sealed statement be returned.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

An account of the Pensions payable from the interest of one crore eight lakhs and fifty thousand Rupees, given as a loan to the Honorable Company's Government at 6 per cent. per annum, to commence from the 1st of Zeiheejja 1229, corresponding with the 14th of November 1814—Interest monthly, 54,250—Ditto annually, 6,51,000.

Pensioners.				Monthly.			Annually.		
				Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
His Royal Highness Mirza Soleyman Shekoh . .				6,000	0	0	72,000	0	0
The Nawab Shums-ood-Dowlah, with family and dependents, *viz.*:—									
		Rs.	*a.*	*p.*					
His former allowance . . .		14,171	14	0					
Increased ditto . . .		2,494	12	6					
					16,666	10	6	2,00,000	0	0
The dependents of the late Shums-oon-Nissa Begum, 15 in number					4,000	0	0	48,000	0	0
Mirza Shahamut Alee Khan					2,800	0	0	33,600	0	0
Mirza Mendoo					1,647	0	0	19,764	0	0
The family of the late Mirza Alee Khan and Salar Jung		6,749	13	9					
Deduct from the above, on account of the stipend of Mirza Tuckee's mother and Moozuffur Alee Khan and Mirza Ishmael, &c., &c, Bunnoo Begum Shums-oon-Nissa and Furzana Khanum . . .		22	0	0					
					6,727	13	9	80,734	3	0
Mirza Cossim Alee Khan, *viz.*:—									
His former allowance . . .		2,847	10	6					
Increased ditto . . .		551	5	6					
					3,399	0	0	40,788	0	0
Akbar Alee Khan and Usghur Alee Khan					2,109	6	0	25,312	8	0
Teyubban Begum and 14 persons, *viz.*:—									
Allowance		3,299	2	6					
Deduct fees at the Treasury . .		33	0	0					
					3,266	2	6	39,193	14	0
Mirza Ramzan Alee Khan		4,900	0	0					
Deduct fees at the Treasury . . .		49	0	0					
					4,851	0	0	58,212	0	0
Hooseyn Alee Khan, son of the late Hyder Beg Khan, 42 persons					2,000	0	0	24,000	0	0
Dependnets of the late Tehseen Alee Khan, 19 persons .					775	0	0	9,300	0	0
					54,242	0	9	6,50,904	9	0
Balance .					7	13	3	95	7	0
Rupees .					54,250	0	0	6,51,000	0	0

(A true translation.)

(Sd.) J. Baillie,

Resident.

Camp Kurnaul, the 2nd January 1815.

I do hereby acknowledge that His Excellency the Nabob Vizier-ool-Mumalik, Refaut-ood-Dowlah, Rufee-ool-Moolk, Mirza Ghazee-ood-Deen Hyder Khan Behaudur, Shahamut Jung, did, on the 24th day of December last, pay into the Honorable Company's Treasury at Lucknow, the sum of Lucknow Sicca Rupees (Lucknow Sicca Rupees 58,50,000) fifty-eight lakhs and a half,* which is to be accounted for to His Excellency or order in manner following:—Interest on the principal, at the rate of six per cent. per annum from that date to the 30th June 1815, will be paid to His Excellency at the Honorable Company's Treasury at Lucknow, or at his option, be added to the principal, His Excellency paying or receiving the fraction of 100 Lucknow Sicca Rupees, so that the amount may be brought to even hundreds, and for the principal alone, or with interest so added, as the case may be, a Promissory Note, to be dated the 30th of June 1815, will be granted, paying conformably to the conditions of the advertisement published in the *Calcutta Gazette* of the 1st of July 1814.

(Persian version omitted.)

L. S. (Sd.) MOIRA.

By His Excellency the Right Honorable the Governor-General.

(Sd.) C. M. RICKETTS,

Secy. to the Governor-General.

By His Excellency the Right Honorable the Governor-General.

(Sd.) G. SWINTON,

Persnl. Secy. to the Governor-General.

* The acknowledgment for the other half crore cannot be found.

No. LIII.

TREATY between HIS EXCELLENCY the NABOB VIZIER-UL-MOMALIK REFAUT-OOD-DOWLAH, RUFEE OOL MOOLK, GHAZEE-OOD-DEEN, HYDER KHAN BEHAUDER, SHEHAMUM JUNG and the BRITISH GOVERNMENT, for the transfer to His Excellency of the District of KHYREEGUR and of certain lands conquered by the British Government from the RAJA of NEPAUL, in commutation of HIS EXCELLENCY'S second loan to the BRITISH GOVERNMENT, and for the exchange of the Pergunnah of HANDIA, belonging to HIS EXCELLENCY the VIZIER, for that of NABOBGUNGE, belonging to the BRITISH GOVERNMENT settled by HIS EXCELLENCY THE NABOB VIZIER on his own part, and by RICHARD STRACHEY, BRITISH RESIDENT at the COURT of HIS EXCELLENCY, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by HIS EXCELLENCY the RIGHT HONORABLE the EARL of MOIRA, K.G., GOVERNOR-GENERAL in COUNCIL, &c., &c.,—*1st May 1816.*

ARTICLE 1.

The British Government hereby cedes to His Excellency the Vizier in full and perpetual sovereignty the District of Khyreegur, also the low lands between Khyreegur and the hills, and those between His Excellency's territory further to the eastward and the hills; that is, the whole of the late Goorka possessions below the hills, extending on the west from the River Gogra to the British District of Goruckpore on the east, and bounded on the south by His Excellency's possessions and the District of Khyreegur, and on the north by the hills. The Goorka orders of surrender of that tract will accordingly be made over to His Excellency the Vizier, and the British Government hereby engages to establish His Excellency's authority in the above-mentioned territory.

ARTICLE 2.

His Excellency the Nabob Vizier, in return for the cession mentioned in the preceding Article, hereby annuls the debt of the British Government to His Excellency of one crore of rupees, being the total amount of His Excellency's second loan to the Company during the last year; the interest of which loan will cease from the date of His Excellency's receiving possession of Khyreegur and the conquered lands above-mentioned, when the acknowledgments granted to His Excellency will be returned.

ARTICLE 3.

His Excellency the Nabob Vizier hereby cedes to the British Government the Pergunnah of Handia (otherwise called Kewye), which forms part of His Excellency's District of Pertaubgur, and which intervenes between the British Districts of Jaunpore, Meerzapore, and Allahabad; and the British Government cedes to His Excellency in exchange the Pergunnah of Nabobgunge, which forms part of the District of Goruckpore, or a piece of territory, the revenue of which may be equivalent to that of the Pergunnah of Handia.

ARTICLE 4.

The British Government engages that, after the establishment of His Excellency's authority in the District of Khyreegur and in the conquered lands above-mentioned, if any disturbances arise, from whatever cause, they will effectually suppress them, and if, notwithstanding the co-operation and support of the British Government, His Excellency should be deprived of those possessions, other lands yielding the same revenue shall be given to His Excellency.

This Treaty, consisting of four Articles, having been settled by His Excellency the Nabob Vizer for himself, and by Richard Strachey, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Excellency the Vizier, from whom he has received a counterpart, also duly executed by His Excellency. The Resident engages to procure and deliver to His Excellency the Vizier a copy of the same, under the seal and signature of His Excellency the Right Honorable the Governor-General, when that executed by the Resident will be returned.

Done at Lucknow, on the 1st of May 1816, corresponding with the 2nd of Jemmady-oo-Sanee, 1231 Hegira.

Seal of Ghazee-ood-deen Hyder.

Seal of the Governor-General.

(Sd.) MOIRA.
" N. B. EDMONSTONE.
" A. SETON.
" G. DOWDESWELL.

Ratified on the 11th of May 1816, by His Excellency the Right Honorable the Earl of Moira, K.G., Governor-General in Council.

(Sd.) JOHN ADAM,
Secretary to Government.

No. LIV.

AGREEMENT between HIS MAJESTY ABOO-UL-MOZURFUR MORZOOD DEEN GHAZEE-OOD DEEN HYDER SHAH, KING of OUDE, and the BRITISH GOVERNMENT on account of a sum which the former has given as a loan to the HONORABLE COMPANY, settled by HIS MAJESTY on his part, and by M. RICKETTS, ESQ., RESIDENT at the COURT of the KING of OUDE, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, GOVERNOR-GENERAL in COUNCIL, &c., &c.,—*17th August 1825.*

ARTICLE 1.

His Majesty the King of Oude has given as a loan, for ever, to the Honorable Company, one crore of Rupees, the interest whereof being five lakhs of Rupees per annum, will be paid from the 1st of Mohurrum, 1241 Hegira, to the persons hereafter particularized, by monthly instalments; and the interest of this sum will always remain at five per cent. per annum though the British Government may reduce their interest below or raise it above the aforesaid rate.

ARTICLE 2.

This loan is made in perpetuity; the sovereigns of the Kingdom of Oude shall never have the power to take it back, nor shall they exercise any interference with its interest.

ARTICLE 3.

The British Government guarantees that it will pay for ever the monthly sums hereafter mentioned out of the interest of the above loan, to the persons set down in this instrument, in the current coin of the place where they may reside, without any deduction whatever.

ARTICLE 4.

The Honorable Company will always protect the honor of the stipendiaries, who will be paid out of this fund, and it will be the protector of their possessions, such as houses and gardens (whether bestowed by the King of Oude, or purchased or built by themselves), from the hands of the sovereigns and their enemies; and in whatever city or country they may be, their allowances will be paid to them there.

ARTICLE 5.

This Agreement having been settled by His Majesty the King of Oude for himself and by M. Ricketts, Esq., Resident at the Court of Lucknow, on the part of the British Government; the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by

him, to His Majesty the King of Oude, from whom he has received a counterpart, also duly executed by His Majesty. The Resident engages to procure and deliver to His Majesty the King of Oude a copy of the same, under the seal and signature of the Right Honorable the Governor-General in Council, when that executed by the Resident will be returned.

Interest Rupees Five Lakhs per annum, by Solar Years.

Twelve months, at per month Rupees forty-one thousand six hundred and sixty-six, ten annas, and eight English pie (Rs. 41,666-10-8).

To the persons attached to the new Imambareh, called Imambareh Nujuf Ushruf, according to a separate detail, Rupees one thousand one hundred and thirty-seven, ten annas, and eight pie (Rs. 1,137-10-8).

This sum will be paid for ever to the person who will be appointed to the charge of the Imambareh through the King, and its Amlah or officers will be kept or discharged at the pleasure of the superintendent.

Nabob Mobaruk Muhul, Rupees ten thousand (Rs. 10,000).

This allowance will be paid to the Begum Nabob Mobaruk Muhul during her life-time, and after her demise one-third of the allowances will be paid to any person, or for any purpose, she may will: the remaining two-thirds and whatever may be the saving of the one-third agreeably to the will, which will be an addition to the two-thirds, or in case of her not making a will, the whole allowance is to be divided into two equal parts, one-half to be given to the Nujuf Ushruf, and the other half for Kerbulla to the High Priest and Majawurs, or persons who have its charge on the part of the said King, that His Majesty might thereby derive its benefits.

Sultan Marium Begum, Rupees two thousand five hundred (Rs. 2,500).

To be given during the life-time of Sultan Marium Begum, as to Nabob Mobaruk Muhul, and after her death to be appropriated in the same manner.

Moomtaz Muhul, Rupees one thousand one hundred (Rs. 1,100).

As the foregoing.

Surfraz Muhul, Rupees one thousand (Rs. 1,000).

Ditto ditto.

The servants and dependents of Surfraz Muhul, as per separate list, Rupees nine hundred and twenty-nine (Rs. 929).

To be paid in perpetuity as per separate statement. The allowance of persons dying without heir, to be added to the sums for Nujuf Ushruf and Kerbulla.

Nabob Moatummud-ood-Dowla Behauder, Rupees twenty thousand (Rs. 20,000).

This allowance is to be paid in perpetuity to the Nabob and his heirs. It will be paid in perpetuity after his demise, agreeably to his will, to his

sons, daughters, and wives, and other dependents. If it happens that he makes no will, in that case the allowance is to be given to his lawful heirs, according to the laws of inheritance, in conformity to the tenets of the Sheeas. The allowances which are assigned to his wife, one son, and a daughter, from this fund, as specified below, are also to be continued in perpetuity separately, and whatever the Nabob may bequeath to them out of the above allowance, is to be given to them in perpetuity separately; and, in like manner, if a will be not made, shares are to be given to these three persons from the Nabob's allowance according to law.

Nabob Begum, the wife of Nabob Moatummud-ood-Dowla, Rupees two thousand (Rs. 2,000).

This allowance is to be paid to her during her life-time, and after her death to be paid to her lawful heirs, in perpetuity, according to the laws of inheritance, in conformity to the tenets of the Sheeas.

Nabob Auleeah Begum, the daughter of the said Nabob, Rupees one thousand (Rs. 1,000).

According to the foregoing rule.

Ameen-pod-Dowla Behauder, son of the Nabob, Rupees two thousand (Rs. 2,000).

Ditto ditto ditto.

Done at Lucknow, the 1st Mohurrum, 1241 Hegira, corresponding with the 17th August 1825.

(Sd.) MORDANT RICKETTS, *Resident.*
„ AMHERST.
„ J. H. HARRINGTON.
„ W. B. BAYLEY.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Thirtieth day of September, One Thousand Eight Hundred and Twenty-five A. D.

(Sd.) GEO. SWINTON,
Secretary to Government.

No. LV.

TREATY containing eight ARTICLES with HIS MAJESTY the KING of OUDE, and the GOVERNMENT of the HONORABLE the EAST INDIA COMPANY, through M. RICKETTS, ESQUIRE, RESIDENT at LUCKNOW, in respect to a sum HIS MAJESTY has advanced in loan,—*1st March 1829.*

ARTICLE 1.

His Majesty the King of Oude has paid, and the Governor-General in Council on the part of the East India Company has received, in loan, the sum of Lucknow Sicca Rupees sixty-two lakhs and forty thousand.

ARTICLE 2.

On the said principal sum, interest at the rate of 5 per cent. per annum in quarterly payments, according to the English months, shall be paid from the treasury of the Resident.

ARTICLE 3.

The total of the yearly interest is three hundred and twelve thousand Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified, to the following persons, during life, on their receipts under seal:—

	Per mensem.	Per annum.
Nabob Mulky Zemana	10,000	1,20,000
„ Tauj Muhl	6,000	72,000
„ Mookhuddaree Aulia	6,000	72,000
„ Sultan Aulia, sister of the Prince . . .	4,000	48,000
	26,000	3,12,000

ARTICLE 4.

When any of the above pensioners may die, leaving an heir or heirs, at its election, the English Government may continue, as before, the pension to the heirs of the deceased, or make over to them the principal sum proportionate to the pension in question, according to the rate before-mentioned.

ARTICLE 5.

Should any of the said pensioners, or succeeding her, her issue, die before His Majesty without heirs, in that case the lapsed pension will revert to His Majesty.

ARTICLE 6.

Should any of the said pensioners above-named reside in the territory of the English Company, the Resident at Lucknow shall remit to her there her established pension.

ARTICLE 7.

The said pensioners, and after them their issue, who, on their decease, may first succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident for the time being to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 8.

The Resident will apply to the Right Honorable the Governor-General in Council for a document to the effect of the foregoing, under his seal and signature, and deliver the same when received to His Majesty.

Given on the 1st March 1829, corresponding with the 24th Shaban 1244 Hegira.

Governor-General's square seal.

(Sd.) M. RICKETTS, *Resident.*
„ W. C. BENTINCK.
„ W. B. BAYLEY.
„ C. T. METCALFE.

Ratified by the Right Honourable the Governor-General in Council, at Fort William in Bengal, the Eighth day of May, One Thousand Eight Hundred and Twenty-Nine.

(Sd.). A. STIRLING,
Secretary to Government.

No. LVI.

DEED of AGREEMENT between the KING OF OUDE and the BRITISH GOVERNMENT, concerning the deposit of three lakhs (3,00,000) of Rupees, the interest to be given in perpetuity to the poor of Lucknow,—*12th December 1833.*

First.—Seeing that deeds of charity and mercy are by the King of Kings, the Great Creator of all things, commanded to be done of all men: and that particularly from Kings and Governors, who are distinguished among men and entrusted by Providence with wealth and riches, and with ample means whereby to provide for the protection, necessities and comforts of God's people, does an all-seeing Providence look for deeds of benevolence and charity; and, further, seeing that the vanities of life are fading, and perish in the using and leave no trace behind, and it is not only becoming and proper, but gratifying to the best feelings of the mind to leave a memorial behind, agreeably to the saying, that it is better for a "man to leave a name behind him than a Golden Palace:" His Majesty the King of Oude, Aboon Nuseer, Kootboodeen Solyman Jah Sultani Audil Nowsherewan Zaman, remembering the commands of the King of Kings to feed the hungry, to clothe the naked, and to comfort the afflicted, does of the treasures which Providence has bestowed on him, most freely and with unfeigned pleasure determine to endow a charity, which shall relieve the poor of his capital, the city of Lucknow, now and through future generations, and remain a remembrance of his name and of his reign in after ages.

Second.—To this end, the King of Oude hereby places in the Residency treasury the sum of three lakhs (3,00,000) of Rupees, to be lodged in the four per cent. loan of the British Government, the interest of which, being 12,000 Rupees per annum, is to be paid at the rate of one thousand (1,000) Rupees a month to the poor in perpetuity.

Third.—It shall not be optional with the future Rulers of Oude, or with any power whatever, to resume this money or to appropriate it to any other purpose; on the contrary, it is placed under the guarantee of the British Government, for the express end that it may for ever remain to be distributed to the poor, in the name of His present Majesty, and its denomination shall be the charity of "Nuseer-ood-Deen Hyder, King of Oude."

Fourth.—The King of Oude reposing great confidence upon the stability and good faith of the British Government, entirely entrusts the charity to the management and discretion of the Right Honorable Lord William Cavendish Bentinck, G.C.B., Governor-General, and to all future Governors-General of British India, under whatsoever denomination they may rule, and requests that they may be pleased to authorise their Residents or representatives at this Court to distribute the interest to real objects of charity, such as the lame, the maimed, the blind, the helpless aged, the lepers, and those who are destitute; this will be an act acceptable to God and praised of men. To the watchful care of Providence, therefore, and to the known honor and good faith of the British Government is this charity committed, in the hope that through the same kind Providence, in all future generations, so long as this world lasts, the money may be devoted solely and entirely to the support of God's poor.

Fifth.—The Right Honorable Lord William Cavendish Bentinck, G.C.B., &c., Governor-General of British India, hereby, on the part of the British Government, entirely approving of His Majesty's charitable intentions, guarantees that the interest of the sum of three lakhs (3,00,000) of Rupees, at four (4) per cent., amounting monthly to one thousand (1,000) Rupees, shall, from the 1st May 1883, be paid in perpetuity to the poor of Lucknow, in accordance with the benevolent intentions set forth by the King of Oude in the foregoing Articles.

Done this Twelfth day of December, Eighteen Hundred and Thirty-three (1833), at Fort William in Bengal.

No. LVII.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS MAJESTY ABDOOL FUTTEH MOEEN-OOD-DEEN NOWSHERE-WANI-AUDIL SULTANI ZAMAN MAHAMMUD ALLI SHAH, KING of OUDE,—*11th September 1837.*

Whereas by the subsisting alliance between the Honourable the East India Company and the Oude States, the British Government is bound to

defend the Oude Territories against foreign and domestic enemies, the Sovereign of Oude engaging to retain in his service only a small specified number of troops: and whereas, while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude a large and expensive military force; and whereas experience has shown that the execution of all the provisions of the Treaty of 1801 is attended with serious difficulty, and it is desirable and proper that a modified arrangement, consistent with the principles of that Treaty, and conducing to the prosperity and advantage of both States, should be introduced; and whereas the restrictions as to the amount of military force to be employed by His Majesty the King of Oude may with propriety be relaxed, on condition that an adequate portion of the increased force shall be placed under British discipline and control, so as at once to promote the general interests of the Indian Empire, and in particular the dignity and safety of the King, providing at a reduced cost for the efficiency of his national military establishment: and whereas Article 6th of the Treaty of 1801 requires that the Sovereign of Oude always advising with, and acting in conformity to, the counsel of the Officers of the Honourable Company, shall establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants, but provides no remedy for the neglect of that solemn and paramount obligation: and whereas the infraction of this essential engagement of the Treaty, and inattention to the first duty of a Sovereign on the part of several successive Rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people, and it is therefore just and proper that the defect alluded to in Article 6th of the Treaty aforesaid should be rectified; the following provisions have accordingly been arranged and concluded on the one part by Lieutenant-Colonel John Low, Resident at the Court of Lucknow, in the name and on behalf of the Right Honorable Lord Auckland, Governor-General of India in Council, and on the other, by Abool Futteh Moeen-Ood-Deen Sultani Zaman Nowsherewan-i-Audil, Mohummud Alli Shah, King of Oude, for himself and his heirs; and this agreement is to hold good from generation to generation to the end of time.

ARTICLE 1.

Article third (3rd) of the Treaty, dated the tenth of November, one thousand eight hundred and one, is hereby cancelled, and His Majesty the King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions. His Majesty engages, however, to make a suitable reduction of his establishment, when it may appear to the British Government, from its pressure on the finances of the country or other causes, to be obviously excessive.

ARTICLE 2.

The Honourable East India Company engages, as before, to defend the Oude State against all foreign and domestic enemies; but it will be proper

and advisable that His Majesty the King of Oude shall organize, as a part of his augmented military establishment, a disciplined force for the general support of his authority within his dominions.

ARTICLE 3.

The King of Oude agrees that the portion of his troops, to be organized as stipulated in the preceding article, shall consist of not less than two regiments of cavalry, five of infantry, and two companies of golundauze, for whose regular payment a suitable arrangement will be made.

ARTICLE 4.

The Government of Oude will fix the sum of sixteen (16) lakhs of Rupees per annum for the expenses of the force, stipulated to be maintained in the third (3rd) Article of this Treaty, including their pay, arms, equipments, and public buildings of the cantonments, &c., and as this force is so to be organized, as to ensure its efficiency for all descriptions of service, it will be open to future decision whether it may be advisable (with the consent of both governments) to have a small party of horse artillery, instead of a few of the horsemen, and a small body of pioneers, instead of a few infantry sepoys; but it is a settled compact between the two States that the expenditure on account of this new force, whatever may be its organization, shall not exceed sixteen (16) lakhs of Rupees, including every description of expense connected with it. And also, in consequence of this year being one of great scarcity, and the expenditure of the Oude Government being very great, owing to its having to pay up a large amount of arrears due to troops and establishments, greater than usual, it is on these accounts hereby settled that for a period of eighteen (18) months, reckoning from the first of September, one thousand eight hundred and thirty-seven, the organization of the new force shall not be commenced; and accordingly that no demands shall be made upon the Oude Government for money to pay the above-mentioned troops until the first of March, eighteen hundred and thirty-nine.

ARTICLE 5.

The British Government hereby engages to supply, and the King of Oude to take into his service, an adequate number of British Officers, to be constantly employed with such force for the purpose of maintaining its due discipline and securing its permanent efficiency.

ARTICLE 6.

This auxiliary force will ordinarily be fixed at such stations within the Oude territory as may, with the consent of both governments, from time to time, to both seem most convenient, and will be employed on all occasions on which its services may be deemed necessary by the King of Oude, with the concurrence of the British Resident; but it is to be clearly understood that such force is not to be employed in the ordinary collections of revenue.

ARTICLE 7.

In modification of Article 6th of the Treaty above referred to, it is hereby provided that the King of Oude will take into his immediate and earnest consideration, in concert with the British Resident, the best means of remedying the existing defects in the Police, and in the Judicial and Revenue Administrations of his dominions, and that if His Majesty should neglect to attend to the advice and counsel of the British Government or its local representative, and if (which God forbid) gross and systematic oppression, anarchy and misrule should hereafter at any time prevail within the Oude dominions, such as seriously to endanger the public tranquillity, the British Government reserves to itself the right of appointing its own officers to the management of whatsoever portions of the Oude territory, either to a small or to a great extent, in which such misrule as that above alluded to may have occurred, for so long a period as it may deem necessary, the surplus receipts in such case, after defraying all charges, to be paid into the King's treasury, and a true and faithful account rendered to His Majesty of the receipts and expenditure of the territories so assumed.

ARTICLE 8.

And it is hereby further agreed that in case the Governor-General of India in Council should be compelled to resort to the exercise of the authority vested in him by Article 7th of this Treaty, he will endeavour, as far as possible, to maintain (with such improvements as they may admit of) the native institutions and forms of administration within the assumed territories, so as to facilitate the restoration of those territories to the Sovereign of Oude when the proper period for such restoration shall arrive.

ARTICLE 9.

All the other provisions and conditions of former Treaties between the British Government and the Oude State, which are not affected by the above convention, are to remain in full force and effect.

The above Treaty, consisting of nine Articles, is executed at Lucknow, this Eleventh day of September, in the year of Our Lord One Thousand Eight Hundred and Thirty-Seven, corresponding with the Tenth day of Jamadossanee, Twelve Hundred and Fifty-Three Hegira.

(Sd.) AUCKLAND.
" A. ROSS.
" W. MORISON.
" H. SHAKESPEAR.

Square Persian Seal of the Governor-General.

Ratified by the Governor-General of India in Council, at Fort William in Bengal, this Eighteenth day of September, One Thousand Eight Hundred and Thirty-Seven.

(Sd.) W. H. MACNAGHTEN,
Secretary to the Government of India.

No. LVIII.

DUPLICATE DEED of ENGAGEMENT, containing Eight Articles, with HIS MAJESTY ABOOL FUTTEH, MOEEN-OOD-DEEN, SOOLTAN OOZZAMAUN NOWSHEIRWANI AUDIL MOHUMMUD ALEE SHAH, King of Oude, and the GOVERNMENT of the HONORABLE EAST INDIA COMPANY, through LIEUT.-COLONEL JOHN LOW, Political Resident at Lucknow, in respect to a sum of money which His Majesty has given in loan in perpetuity,—*22nd November 1838.*

ARTICLE 1ST.

His Majesty the King of Oude has paid, and the Right Honorable the Governor-General of India, on the part of the East India Company, has received, in perpetuity, the sum of Lucknow Sicca Rupees seventeen lakhs (17,00,000).

ARTICLE 2ND.

On the said principal sum, interest at the rate of four (4) per cent. per annum, in quarterly payments, according to the English months, shall be paid from the treasury of the Resident at Lucknow.

ARTICLE 3RD.

The total of the yearly interest is sixty-eight thousand (68,000) Lucknow Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified to the following persons, and to their heirs, in perpetuity, on their receipts, under their seals.

Seven Ladies of the Royal Palace.

Mulkae Jehan Fukhroozzaman Nowab Hameeda Sultan Begum, per month 400, per annum	4,800
Nowab Huzoor Khanum, per month 100, per annum	1,200
Nowab Ameer Khanum, per month 100, per annum	1,200
Nowab Oomrao Khanum, per month 100, per annum	1,200
Nowab Wuzeer Khanum, per month 100, per annum	1,200
Nowab Nourozee Khanum, per month 100, per annum	1,200
Nowab Padshah Khanum, per month 100, per annum	1,200

Eight Princes and their Muhuls.

Mirza Khoorrum Bukht, 300; Nowab Oomrao Buhoo, 100; per month 400, per annum	4,800
Mirza Azeemooshan, 300; Nowab Amar Buhoo, 100; per month 400, per annum	4,800
Carried over	21,600

Eight Princes and their Muhuls—contd.

Brought forward .	21,600
Mirza Rufeeooshan, per month 300, per annum	3,600
Mirza Furkhoonda Bukht, per month 300, per annum . . .	3,600
Mirza Hoomayoon Bukht, per month 300, per annum . . .	3,600
Nowab Wuzeer Buhoo, per month 100, per annum . . .	1,200

Seven Princesses.

Nowab Sooltan Auleea Begum, per month 400, per annum . .	4,800
Nowab Sooltan Roushan Ara Begum, per month 400, per annum .	4,800
Nowab Zeenutoonnissa Begum, per month 300, per annum . .	3,600
Nowab Gowher Ara Begum, per month 300, per annum . .	3,600
Nowab Sooltan Begum, per month 300, per annum . . .	3,600
Nowab Fukhuroonnissa Begum, per month 300, per annum . .	3,600
Nowab Zeeboonnissa Begum, per month 300, per annum . .	3,600

Eight Miscellaneous Persons.

Nowbatee Khanum, per month 40, per annum	480
Nowbaher, per month 40, per annum	480
Hameedu Khanum, per month 40, per annum	480
Pearee Khanum, per month 40, per annum	480
Wafatee Khanum, per month 40, per annum	480
Goolchera, per month 33, per annum	396
Shurufooddowlah Mohummud Ibrahim Khan, per month 111, per annum	1,332
Azeemoollah Khan, per month 222-10-8, per annum . . .	2,670
Total, Rupees per month, 5,666-10-8, per annum . . .	68,000

ARTICLE 4TH.

When any of the above pensioners may die without issue, his or her pension shall revert to the King of Oude.

ARTICLE 5TH.

Should any of the said pensioners or his or her heirs reside in the territory of the British Government, the Resident at Lucknow shall remit to him or her the established pension.

ARTCLE 6TH.

The said pensioners and after them their issue, who, on their decease, may succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident, for the time being, to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 7TH.

As Shuruf-ood-dowlah Moozuffer-ool-Moolk, Mohommud Ibrahim Khan Buhadoor Moostukeem Jung, and Azeemoollah Khan Buhadoor are the old and faithful servants of the King of Oude, His Majesty, being persuaded that their agency will contribute to the efficient performance of these provisions, and will effectually prevent mismanagement, has appointed Shuruf-ood-dowlah to the situation of Vakeel for the purpose of communicating the representations of all the pensioners, and receiving their pensions from the Residency Treasury, and has assigned to Azeemoollah Khan the duty of distributing the said pensions to the pensioners. The pensions of the several persons mentioned in this document, shall therefore be paid to Shuruf-ood-dowlah, from the Residency Treasury; and it shall be the duty of all the pensioners to make their representations and receive their pensions through those two individuals.

ARTICLE 8TH.

The Resident will apply to the Right Honorable the Governor-General of India for a document to the effect of the foregoing under his seal and signature, and deliver the same, when received, to His Majesty.

Given at Lucknow, this Twenty-Second day of November, in the year of Our Lord One Thousand Eight Hundred and Thirty-Eight, corresponding with the third of Ramzan, One Thousand Two Hundred and Fifty-Four Hajira.

(Sd.) J. Low, *Lieut.-Colonel,*
Political Resident at Lucknow.

No. LIX.

DEED of TRUST (*dated 23rd November 1839*) on the part of HIS MAJESTY ABDOOL FUTTEH MOOEENOODDEEN SOOLTAN OOZZAMAN NOWSHEREWANI AUDIL MOHUMMED ALLI SHAH, KING of OUDE, to the OFFICERS of the HONORABLE COMPANY'S GOVERNMENT, to the following effect:—

ARTICLE 1ST.

The sum of twelve lakhs (12,00,000) of Lucknow Sicca Rupees, at the rate of four (4) per cent. per annum, has been deposited by us in perpetuity in the Honourable Company's Treasury at the Residency of Lucknow, and the interest amounting to forty-eight thousand (48,000) Lucknow Sicca Rupees per annum has been bestowed as a gift upon the persons herein mentioned, and for the expenses of Hossainabad Moobaruk, &c. We have nominated and appointed Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor, and Azeemoollah

Khan Bahadoor, our old and confidential servants, and after them their descendants, generation after generation, to the situation of Daroghas or Superintendents of the Mosque, and Shurf-ood-Dowlah Moozufur-ool-Moolk Mahomed Ibrahim Khan Bahadoor Moostaqueem Jung and his descendants after him, to the duties of vakeel [mootwussit] of the pensioners only, to the exclusion of all interference with Hossainabad Moobaruk and the new road and their dependencies.

It is incumbent on the officers of the Honorable Company's Government to pay in perpetuity from the Residency Treasury to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor and to their descendants, generation after generation [independent of Shurf-ood-Dowlah] the money for the expenses of Hossainabad Moobaruk, etc., from the aforesaid interest, according to the following detail in quarterly payments, or in four equal instalments, agreeably to English months. The stipends of the pensioners to be paid through Shurf-ood-Dowlah; the pensioners are to give receipts in duplicate under their seals. Receipts for the expenses of Hossainabad Moobaruk and the repairs of the new road are to be taken under the seals of the aforesaid Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor and their descendants. Let the representations of Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor, regarding Hossainabad Moobaruk and the new road, without, and those respecting the pensioners, with the intervention of Shurf-ood-Dowlah Bahadoor, be complied with. It is proper and necessary that the pensioners should act agreeably to the suggestions of the superintendents and the vakeel, considering such a proceeding beneficial to their interests, and should any of the pensioners enumerated in this Deed or their heirs go and reside within the territories of the Honorable Company, the Resident for the time being shall cause their pensions to be remitted to their place of residence—

To the seven sons-in-law as follows :—	Per mensem.	Per annum.	
To Nowab Mohseen-ood-Dowlah Muntiz-ool-Moolk Mohseen Allee Khan Bahadoor Ghazuffer Jung.	100	1,200	
To Nowab Moneer-ood-Dowlah Mukhtar-ool-Moolk Abool Hussain Khan Bahadoor Dilawur Jung.	100	1,200	
To Nowab Iktidar-ood-Dowlah Mohtushim-ool-Moolk Mehdee Allee Khan Bahadoor Teighum Jung.	50	600	
To Nowab Mooazzim-ood-Dowlah Roostum-ool-Moolk Bakur Allee Khan Bahadoor Mahabut Jung.	50	600	
To Nowab Moojahed-ood-Dowlah Syful Moolk Zein-ool-Abdeen Khan Bahadoor Juladut Jung.	50	600	
To Nowab Ghazuffur-ood-Dowlah Munir-ool-Moolk Sultan Merza Khan Bahadoor Salabut Jung.	50	600	
To Nowab Jemar-ood Dowlah Zyghum-ool-Moolk Hadee Allee Khan Bahadoor Kaem Jung.	50	600	5,400
To Moomtaz-ood-Dowlah Mudubir-ool-Moolk Mirza Hossain Allee Khan Bahadoor Tahower Jung, grandson (son's son) of His Majesty.	50	600	600
Carried over ...			6,000

	Per mensem.	Per annum.	
Brought forward ...	...	...	6,000
To the three Daughters-in-law :—			
Mulkae Duhr Nowab Khakan Bahoo	100	1,200	
Mulkae Asar Nowab Kysur Bahoo	50	600	
Mulkae Aulum Nowab Khoosroo Bahoo	50	600	
			2,400
To three Ladies of the Muhul :—			
Nowab Ooomda Khanum	40	480	
„ Mootee Khanum	30	360	
„ Muhboobum Khanum	30	360	
			1,200
To the under-mentioned individuals :—			
Nowab Moonowur-ood-Dowlah Mookurrum-ool-Moolk Ahmed Allee Khan Bahadoor Julfakar Jung.	300	3,600	
Iftikar-oon-Nissa, wife of Nowab Moonowur-ood-Dowlah Ahmed Allee Khan Bahadoor.	200	2,400	
Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor . .	30	360	
Zyghum-ood-Dowlah Mahomed Tuckee Allee Khan Bahadoor, son of Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor.	30	360	
Attaoollah Khan Bahadoor	40	480	
			7,200
For the expenses of Hossainabad Moobaruk, the Inn and the Tank and their dependencies, as follows :—			
For the expenses of Hossainabad Moobaruk and its Dependencies.	2,000	24,000	
For the repairs of the new road	500	6,000	
			30,000
Fizza African and Emauman, wives of Azeemoollah Khan Bahadoor, as follows :—			
Fizza African	50	600	
Emaúman	50	600	1,200
TOTAL Rs. .	...	...	48,000

ARTICLE 2ND.

As the pensioners enumerated in this deed are objects of our peculiar consideration and favor, it is necessary that the Resident for the time being, owing to the union and friendship subsisting between the two Governments, treat them with kindness, and, considering them deserving of the support of the British Government, always afford them his aid and assistance.

ARTICLE 3RD.

Should it happen that any of the pensioners or after them any of their heirs, die without issue, the pension of the deceased shall be paid by the Resident, for the time being, for the expenses of Hossainabad Moobaruk, etc., to the superintendent (mutawully of the mosque), namely, to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor, and to their descendants.

ARTICLE 4TH.

As the whole of the income and disbursements of Hossainabad Moobaruk and the new road and their dependencies have been placed entirely at the disposal of Ruffeek-ood-Dowlah Syud Imam Allee Khan Bahadoor and Azeemoollah Khan Bahadoor, without the participation of Shurf-ood-Dowlah Bahadoor, it is necessary that they should receive with honesty the sums set apart for Hossainabad Moobaruk and the other incomes of it and its dependencies, and expend them with all probity and economy, and carefully preserve the whole of the property in Hossainabad Moobaruk, so that to the utmost of their power it may not be lost or spoiled, and should no descendants of the mutawullies or superintendents of the mosque, or of the mutwussit or vakeel remain, let the Resident for the time being, with the concurrence of three-fourths of the pensioners, appoint one of the pensioners to the situation of the person dying without heir.

ARTICLE 5TH.

The undermentioned items of income are hereby remitted, and shall be devoted to the expenses of Hossainabad Moobaruk and its dependencies, and all the property in it is given by us as a gift. It shall not be optional with the Sovereigns of Oude, at any time, on any account whatsoever to interfere in any way with it; and let the Resident for the time being, at the request of the mutawullis or superintendents in this particular matter, give his countenance and support, that this good work may continue in existence for ever.

The before-mentioned allowances shall be paid from the Honorable Company's Treasury for ever.

The rents of the shops attached to the Hossainabad Moobaruk.

The income from religious offerings.

Dated 15th of the month of Rumzan, 1255 Hijiree, corresponding with the 23rd November 1839.

(True translation.)

(Sd.) D. WILKIE,
2nd Assistant.

No. LX.

TRANSLATION of the DEED OF TRUST executed by HIS MAJESTY ABOOL FUTTEH MOOEENOODDEEN SULTAN OOZZAMAN NOWSHERWAN AUDIL MAHOMED ALI SHAH, KING of OUDE, in favour of the HONORABLE COMPANY, respecting the Hospital established at Lucknow, consisting of four Articles—*26th January 1840.*

ARTICLE 1ST.

The interest on two promissory notes, amounting to three lakhs forty thousand and eight hundred Calcutta Sicca Rupees, *viz.*, one for two lakhs and eighty-seven thousand, at an interest of 5 per cent. per annum by quarterly payments, and the other for fifty-three thousand and eight hundred Rupees, at the interest of 4 per cent. per annum, by half-yearly payments, which is lodged in the Honorable Company's Treasury, I give and bequeath for the expenditure of the Hospital established in the time of the late King, in the capital of Lucknow. It is requisite and very necessary that the officers of the above-mentioned Government should pay the said interest, amounting to Calcutta Sicca Rupees 16,500, or Lucknow Sicca Rupees 17,244-9-6, according to the above mentioned periods of payments, from the Honorable Company's Treasury attached to the Residency of Lucknow, to Zuffer-ood-Dowlah Bahadoor, and after him to any person who may be appointed to the situation of Superintendent of the Hospital by this Government, and shall take a receipt under his seal.

ARTICLE 2nd.

It is very necessary that the whole of the interest arising from the above-mentioned sum may now and hereafter be laid out in providing medicine and food for the sick poor. Those patients who may prefer native medicines will be treated by native physicians, who will be appointed by this Government; and those who may desire European medicine will be treated by Dr. Stevenson, and after him by any gentelmen who may be in the service of this Government.

ARTICLE 3RD.

Although the Mutawully (or Superintendent) of the Hospital and native physicians will be appointed by this Government, yet the entire amount arising from the interest of the above-mentioned sum is strictly to be applied only to the purposes of the Hospital, both now and hereafter; and that no disorder or abuse be allowed to creep in its good management, it is incumbent on the Resident for the time being, in the spirit of the friendship and unanimity existing between the two States, always to afford his aid and assistance in maintaining this work for ever.

ARTICLE 4TH.

It is requisite for the Superintendent of the Hospital to furnish monthly and annually accounts respectively of receipts and disbursements, etc., to the Dewanee Duftei of my Government, together with the receipts and other vouchers and accounts, and to consider himself held responsible for the honesty of the servants attached to the Hospital.

Dated 20th Zeckad, 1255 Higree, corresponding with the 26th of January 1840.

King's Seal.

(True translation.)

(Sd.) D. WILKIE,
2nd Assistant Resident.

PART III.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE

TERRITORIES COMPRISED WITHIN, OR IN POLITICAL RELATION WITH,

THE

LIEUTENANT-GOVERNORSHIP OF BENGAL.

I.—BENGAL.

IN 1599 an Association was formed to trade with the East Indies, and on the 31st December 1600 they obtained from Queen Elizabeth an exclusive charter of privilege, constituting them a body politic and corporate, by the name of "The Governor and Company of Merchants of London trading to the East Indies."

The Company's first factory was established at Surat.

In 1624 a Farman was obtained from the Moghal Emperor Jahangir, permitting the English to trade with Bengal, but restricting them to the port of Pipli in Midnapur. The regular connection of the Company with Bengal, however, did not commence till 1642, when a factory was established at Balasor; and in 1652 permission was obtained for unlimited trade, without payment of customs, on an annual payment of Rs. 3,000.

In 1661 Charles II granted a new charter, vesting the Company with power to make peace or war with any Prince, not Christian, and to seize and send to England unlicensed traders. A fresh charter was again granted in 1693, confirming the exclusive privileges of the Company for twenty-one years. In 1698 a rival Company was formed, known as the new or "English Company," which amalgamated with the old or "London Company" in 1702, and the two parties took the name of "The United Company of Merchants trading to the East Indies."

During the administration of Shaista Khan, Subadar of Bengal, the English were subjected to much oppression. Shaista Khan exacted a duty of 3½ per cent. on their merchandise, and his officers arbitrarily extorted

large sums from the factors, until in 1685 it was resolved to seek redress by force of arms. The hostile attitude of the English exasperated the Emperor Aurangzeb, who ordered that they should be expelled from his dominions. The Company's factories were seized, and their affairs were brought to the brink of ruin, when negotiations for peace were set on foot, and a reconciliation was effected.

In 1698 the English obtained permission from Azam-ush-Shan, grandson of Aurangzeb and Governor of Bengal, to purchase the towns of Sutanati, Govindpur and Calcutta. The sanad is not supposed to be extant; but it is more a matter of antiquarian interest than of historic importance.

In 1756 Nawab Siraj-ud-Daula became Subadar of Bengal in succession to his grandfather, Alivardi Khan. He had previously manifested aversion to the English. The Governor of Calcutta refused to deliver up one of the principal officers of finance under the Nawab's late uncle, the Governor of Dacca, whom the Nawab had resolved to plunder, whereupon Siraj-ud-Daula attacked and captured Calcutta on the 20th June. One hundred and forty-six English fell into his hands and were thrust into "The Black Hole," where all, save twenty-three, perished in the night. On the 2nd January 1757 Calcutta was re-taken by a force from Madras under Clive and Admiral Watson, and on the 4th of February the Nawab's army was surprised and defeated by Clive. Overtures were then made by the Nawab, and on the 9th February 1757, a Treaty (No. LXI) was concluded, by which the Nawab agreed not to molest the Company in the enjoyment of their privileges; to permit all goods belonging to the Company to pass freely by land or water, without paying any duties or fees; to restore the factories and plundered property; to permit the Company to fortify Calcutta; and to establish a mint. Three days later a Contract (No. LXII) with the Nawab, offensive and defensive, was signed.

War having broken out between France and England, Clive attacked the French settlement of Chandarnagar. Siraj-ud-Daula furnished the French with arms and money, and was preparing to make common cause against the English. At this juncture a confederacy was formed among Siraj-ud-Daula's chief officers to depose him. The English joined this confederacy and concluded a Treaty (No. LXIII) with Mir Jafar Ali Khan. At the battle of Plassey, which was fought on the 23rd June 1757, the power of Siraj-ud-Daula was completely broken, and Mir Jafar was installed by Clive as Subadar of Bengal with the title of Nawab.

In 1758 the Shahzada, afterwards Shah Alam, fled from Dehli, in consequence of some dispute with his father, the Emperor Alamgir II, and entered into a league with the Subadars of Oudh and Allahabad for the conquest of the Lower Provinces. The Prince entered Behar with about 40,000 men, and laid siege to Patna.

Mir Jafar was greatly alarmed, and Clive marched to his aid with what force he could muster. The terror of Clive's name was sufficient, and ere he reached Patna the Shahzada's army had almost entirely dispersed. As a reward for this service Mir Jafar granted Clive the quit-rent, about three lakhs per annum, which the Company had agreed to pay for the zamindari of Calcutta.*

In 1759 an armament of seven ships from Batavia unexpectedly made its appearance in the mouth of the Hugli. Mir Jafar had secretly encourged the Dutch to send this force. He was alarmed at the growing power of the English, and wished to counter-balance it with that of the Dutch, while the latter were eager to share in the wealth which the British had acquired in Bengal. Clive, though sensible of the responsibility he would incur by attacking the forces of a friendly power, was satisfied that, if he allowed the Batavian armament to join the garrison at Chinsura, the Nawab would throw himself into the arms of his new allies, and the English ascendency in Bengal would be exposed to serious danger. To prevent this he obtained from the fears of the Nawab a mandate, directing the newly arrived armament to leave the river. Under the authority of this order, and with the pretext of enforcing it, Clive caused the Dutch to be attacked both by land and water. They were completely defeated, and all their ships were taken. A Convention (No. LXIV) was then signed, by which the Dutch agreed to pay an indemnity, and the English to restore their ships and property. An Agreement (No. LXV) was at the same time made between the Nawab and the Dutch, which was guaranteed by the Governor in Council of Fort William.

To meet his pecuniary engagements Mir Jafar had recourse to the severest exactions. He resigned himself to unworthy favourites; and it became necessary to depose him in favour of his son-in-law Mir Kasim Ali Khan, with whom a Treaty (No. LXVI) was concluded on the 27th September 1760. By this treaty the British obtained possession of Bardwan, Midnapur, and Chittagong.

Serious disputes arose between Mir Kasim and the English regarding the

* See Appendix.

right of the servants of the Company to trade and to have their goods passed free of duty, and these disputes led at last to war. Negotiations were opened with Mir Jafar, and on the 10th July 1763 a Treaty (No. LXVII) was executed between him and the Company. Mir Kasim, after sustaining a series of defeats, and revenging himself by the murder of his English prisoners, fled to Oudh, and eventually to Delhi, where he died in great indigence and obscurity in 1777.

In 1764 Mir Jafar agreed to pay five lakhs a month (No. LXVIII), in addition to the sums for which he had contracted in the recent treaty, towards the expense of the war, which was then being carried on against the Wazir of Oudh, who, with the Emperor Shah Alam, had espoused the cause of Mir Kasim.

Mir Jafar died in January 1765, and was succeeded by his son, Najm-ud-Daula, with whom a new Treaty (No. LXIX) was concluded, by which the Company took the military defence of the country entirely into its own hands, and among other conditions the Nawab bound himself to appoint, by the advice of the Governor and Council, a deputy to conduct the government, who should not be removable without their consent.

In 1764 the army of Shuja-ud-Daula, the Wazir of Oudh, who, under the pretence of assisting Mir Kasim, had invaded Behar, was completely routed, and the Wazir was obliged to throw himself on the generosity of the English. The whole of his dominions were restored to him, except Allahabad and Kora, which were given to the Emperor of Delhi, who, on his part, conferred the Diwani of Bengal, Behar, and Orissa on the Company by Imperial Farman (No. LXX); the English became security for the regular payment of twenty-six lakhs a year by the Nawab, and agreed to allow the Nawab the annual sum of 53,86,131 Sicca Rupees for the support of the Nizamat.

Najm-ud-Daula died on the 8th May 1766, and was succeeded by his brother, Saif-ud-Doula, a youth of sixteen. A Treaty (No. LXXI) was concluded with him, by which he ratified the treaties formerly concluded with his father and brother, and the Company agreed to support him in the Nizamat, and to allow him an annual stipend of Rs. 41,86,131.

Saif-ud-Daula was succeeded in 1770 by his brother, Mubarak-ud-Daula, with whom a new Engagement (No. LXXII) was made. By this engagement the Nawab Nazim's stipend was fixed at Rs. 31,81,991. This is the last treaty which was formed with the Nawab Nazim. The office of

Subadar had now become merely a nominal one, all real power having passed into the hands of the Company. In 1772, the stipend was reduced to sixteen lakhs a year, at which rate it continued to be paid down to 1880. In 1869 the Nawab Nazim, Saiyid Mansur Ali Khan, left Murshidabad and went with his family to England, where he took up his permanent residence.

In 1873 the affairs of the Nawab Nazim having fallen into confusion, Commissioners were appointed under a special Act to arrange for the liquidation of his debts, and to ascertain the amount of jewels and immovable property held by the Government for the purpose of upholding the dignity of the Nawab Nazim for the time being. By this Act the Nawab was declared incapable of contracting any pecuniary obligation.

In 1880 Saiyid Mansur Ali Khan Bahadur, who had been granted a personal salute of 19 guns at the Delhi Darbar held on the 1st January 1877, agreed to retire from the position of Nawab Nazim, and to renounce and relinquish all claims and demands to the position and title of "Nazim and Subadar of Bengal, Behar and Orissa" and all personal right of interference in Nizamat affairs, in consideration of an annual stipend of £10,000, or a payment of Rs. 10,00,000, in settlement of various miscellaneous claims, and of a suitable provision for his four children born in England. The conditions of this arrangement are embodied in a formal deed, dated the 1st November 1880, which Saiyid Mansur Ali executed in London. On the abdication of Saiyid Mansur Ali, the title "Nawab Nazim of Bengal, Behar and Orissa" ceased to exist. The Nawab Nazim died at Murshidabad on the 5th November 1884. His eldest son, Nawab Ali Kadr Saiyid Hasan Ali Mirza, has been granted the hereditary title of "Nawab Bahadur of Murshidabad" and allowed precedence over all titled nobles of Bengal. The final settlement of the Nizamat affairs was made by an indenture dated the 12th March 1891, which forms the schedule to the Murshidabad Act XV of 1891. It provides *inter alia* for the payment in perpetuity to the Nawab Bahadur and his lineal heirs, male, of a monthly allowance of Rs. 19,166-10-8, or Rs. 2,30,000 a year.

On the 13th August 1814 a Treaty* was concluded in London between Great Britain and the Netherlands, providing, among other stipulations, for

* This Treaty and the Additional Articles will be found in Hertslet's Treaties, Vol. I, pp. 359—369.

The following are the Articles which have reference to India—

I. His Britannic Majesty engages to restore to the Prince Sovereign of the United Netherlands, within the term which shall be hereafter fixed, the Colonies, Factories, and Establishments

the restoration to the Dutch of the factories and establishments possessed by them in India and the Eastern Seas on the 1st January 1803; by an additional article the Dutch agreed to cede to the British Government the district of Baranagar on payment of an annual sum to be fixed by mutual agreement.

In pursuance of these arrangements formal Deeds of transfer were executed in the cases of Chinsura and Baranagar respectively (Nos. LXXIII and LXXIV). The transfer of Kalkapur to the Dutch remained in abeyance in consequence of their assertion of a claim for the exercise of certain prescriptive rights of sovereignty and independence within that factory, which were inconsistent with its purely commercial status.

The tenure of the Dutch was not of long duration. By articles 8 and 13 of the Treaty between Great Britain and the Netherlands, dated the 17th March 1824 (No. LXXV), the Dutch settlements in Bengal were again made over to the British Government, in whose possession they have ever since remained, and formal Deeds of transfer of the settlements of Chinsura, Falta, Kalkapur, Balasor, Dacca, and Patna* were executed (Nos. LXXVI to LXXX).

which were possessed by Holland at the commencement of the late war, *viz.*, on the 1st January 1803, in the seas and on the continents of America, Africa, and Asia; with the exception of the Cape of Good Hope and the Settlements of Demerara, Essequibo, and Berbice, of which possessions the high Contracting Parties reserve to Themselves the right to dispose by a Supplementary Convention, hereafter to be negotiated according to Their mutual interests, and specially with reference to the provisions contained in the 6th and 9th Articles of the Treaty of Peace signed between His Britannic Majesty and His Most Christian Majesty on the 30th of May 1814.

II. His Britannic Majesty agrees to cede in full Sovereignty the Island of Banca, in the Eastern Seas, to the Prince Sovereign of the Netherlands, in exchange for the Settlement of Cochin and its Dependencies on the coast of Malabar, which is to remain in full Sovereignty to His Britannic Majesty.

III. The places and forts in the colonies and settlements which, by virtue of the two preceding Articles, are to be ceded and exchanged by the two High Contracting Parties, shall be given us in the state in which they may be at the moment of the signature of the present Convention.

IV. His Britannic Majesty guarantees to the subjects of His Royal Highness the Prince Sovereign of the United Netherlands, the same facilities, privileges, and protection, with respect to commerce and the security of their persons and property within the limits of the British Sovereignty on the Continent of India, as are now or shall be granted to the most favoured nations.

His Royal Highness the Prince Sovereign, on his part, having nothing more at heart than the perpetual duration of peace between the Crown of England and the United Netherlands, and wishing to do His utmost to avoid anything which might affect their mutual good understanding, engages not to erect any fortifications in the establishments which are to be restored to Him within the limits of the British Sovereignty upon the Continent of India, and only to place in those establishments the number of troops necessary for the maintenance of the police.

* The deed relating to Patna is not forthcoming.

In accordance with the provisions of the Treaty* of Kiel, dated the 14th January 1814, between Great Britain and Denmark, the town of Serampur and the Danish possessions attached thereto were restored to Denmark (No. LXXXI). The British Government again obtained possession of Serampur by the Treaty of the 22nd February 1845 (No. LXXXII) with Denmark.

On the 7th March 1815 a Convention (No. LXXXIII) was signed between Great Britain and France, by which the supply of salt, opium, and saltpetre to the French establishments, in India were regulated. To give full effect to this convention another Convention (No. LXXXIV) was agreed upon on the 13th May 1818 between the Administrators of the French establishments in India and the Government of Fort St. George, by which the manufacture of salt in the French possessions throughout India was to cease during the continuance of the East India Company's charter, and 4,000 Star Pagodas (Rs. 14,000) were to be paid annually to the French Government as an indemnification to the proprietors of the salt pans. The British Government also engaged to supply at prime cost such a quantity of salt as would suffice for the domestic use of the inhabitants of the French settlements in

V. Those colonies, factories, and establishments which are to be ceded to His Royal Highness the Prince Sovereign of the United Netherlands by His Britannic Majesty, in the Seas or on the Continent of America, shall be given up within three months, and those which are beyond the Cape of Good Hope, within the six months which follow the ratification of the present Convention.

ADDITIONAL ARTICLE—II.

ADDITIONAL ARTICLE.

II. The small district of Baranagar, situated close to Calcutta, being requisite to the due preservation of the peace and police of that city, the Prince of Orange agrees to cede the said district to His Britannic Majesty, upon a payment of such sum annually to His Royal Highness as may be considered, by Commissioners to be appointed by the respective Governments, to be just and reasonable, with reference to the profits or revenue usually derived by the Dutch Government from the same.

The following Article has reference to India:—

III. His Majesty the King of the United Kingdom of Great Britain and Ireland consents to restore to His Danish Majesty all the possessions and colonies which have been conquered by the British arms in this present war, except the Island of Heligoland which His Britannic Majesty reserves to himself with full and unlimited sovereignty.

Additional Articles signed at Liege, 7th April 1814.—

I. The evacuations, cessions, and restitutions, stipulated by the above-mentioned Treaty shall be executed in Europe within a month, in the seas of America within three months, and in the continent and seas of Asia within six months, after the ratification of the Definite Treaty.

II. It is further agreed that in all the cases of cession stipulated, there shall be allowed to the inhabitants, of whatever condition or nation they may be, a term of three years, reckoning from the ratification of the present Treaty, to dispose of their property, acquired and possessed whether before or in the course of the war; during which term of three years they shall be at liberty freely to exercise their religion, and to enjoy their property. The same facility is granted within the countries restored, to all persons, inhabitants or others, who shall have formed any establishments during the time which those countries were possessed by Great Britain.

* This Treaty will be found in Hertslet's Treaties, Vol. I., pp. 229-235.

India, the French Government agreeing to sell this salt at approximately the same price as that obtained by the British Government in the adjoining districts. In 1837, on the expiry of the Company's charter, a fresh Convention (No. LXXXV) was concluded which, with trifling modifications, renewed that of 1818. In 1839 a Convention (No. LXXXVI) was signed, by which the French Government at Chandarnagar renounced their right to the supply of salt in consideration of receiving an annual payment of Rs. 20,000, and further agreed to give every facility for the sale of British salt in Chandarnagar, and to assist the British Government in realising the revenue produced by its consumption.

In 1853 a Convention (No. LXXXVII) was signed at Paris by which the boundaries of the French and English possessions round Chandarnagar were re-adjusted.

In 1884 a Convention (No. LXXXVIII) was concluded for five years between the Government of India and the French Government, represented by the Chef de Service at Chandarnagar. Under this the rights in connection with the opium trade, which had been reserved to the French by article 6 of the convention of the 7th March 1815, were converted into an annual payment of Rs. 3,000. This convention was renewed in 1889 for five years, and again in December 1893, for a similar period from the 1st January 1894 (No. LXXXIX), a fresh clause being introduced on the latter occasion under which all contraband opium seized in French territory was to be handed over to the Collector of Hugli on payment of its value, which should be calculated at the same rate as in similar cases in British India. This last convention was renewed in 1899 for a period of five years, and in 1904 and 1905 (No. XC) for a period of one and two years respectively.

The French possess jurisdiction over Gairetti, a village lying on the right bank of the Hugli, about a mile and a half to the south of Chandarnagar, and separated from it by British territory; and over two plots of land in the Balasor District; one situated in Purana Balasor, measuring about 29 acres; and the other situated in village Bainchua measuring about 9 acres, the boundaries of which were fixed in 1895.

In respect to the inhabitants of the countries restored or ceded, it is agreed that no one shall be prosecuted, disturbed, or troubled, either personally or in his property, under any pretext, on account of his political opinions or conduct, or of his attachment to either of the High Contracting Parties, or for any other cause, unless it be for debts contracted with individuals or for acts subsequent to the present Treaty.

III. The decision of every claim between individuals of the respective nations for any debts, property, effects or rights whatever, which conformably to common usage and the law of nations ought to be brought forward, shall be referred to the competent tribunals, and in such cases there shall be prompt and complete justice rendered in the countries where the claims are respectively put forth.

No. LXI.

Treaty and Agreement with Serajah Dowla,—1757.

Signed seven times.

Monsoor-ul-Mulck Serajah Dowla Shah Kuly Khan Behauder, Hybut Jung, servant of King Aalum Geer, the Invincible.

LIST OF DEMANDS.

Article 1.

Agreed to according to the tenor of the Firmaund.

That the Company be not molested upon account of such privileges as have been granted them by the King's Firmaund and Husbulhookums, and the Firmaund and Husbulhookums in full force.

Agreed to according to the tenor of the Firmaund.

That the villages which were given to the Company by the Firmaund, but detained from them by the Soubah, be likewise allowed them, nor let any impediment or restriction be put upon the Zemindars.

Article 2.

It is agreed to.

That all goods belonging to the English Company, and having their Dustuck, do pass freely by land or water, in Bengal, Behar, and Orissa, without paying any duties or fees of any kind whatsoever; and that the Zemindars, Chokeydars, Guzerbauns, etc., offer them no kind of molestation upon this account.

Article 3.

Whatever has been seized by the Government, it is agreed shall be restored.

That restitution be made the Company of their factories and settlements at Calcutta, Cossimbazar, Dacca, etc., which have been taken from them.

That all money and effects taken from the English Company, their factors, and dependents, at the several settlements and aurungs, be restored in the same condition. That an equivalent in money be given for such goods as are damaged, plundered, or lost, which shall be left to the Nabob's justice to determine.

It is agreed to.

ARTICLE 4.

That the Company be allowed to fortify Calcutta in such a manner as they shall esteem proper for their defence, without any hindrance or obstruction.

It is agreed that Bullion, imported by the Company, be coined to siccas.

ARTICLE 5.

That siccas be coined at Allenagur (Calcutta) in the same manner as at Moorshedabad, and that the money struck in Calcutta be of equal weight and fineness with that of Moorshedabad. There shall be no demand made for a deduction of batta.

In the presence of God and His Prophet these Articles are signed and sealed.

ARTICLE 6.

That these proposals be ratified in the strongest manner, in the presence of God and His Prophet, and signed and sealed to by the Nabob, and some of his principal people.

On condition that an Agreement, under the Company's seal, and signed by the Company's Council, and sworn to according to their religion, be sent me, I agree to the Articles which I have countersigned.

ARTICLE 7.

And Admiral Charles Watson and Colonel Clive promise, in behalf of the English Nation, and of the English Company, that from henceforth all hostilities shall cease in Bengal, and the English will always remain in peace and friendship with the Nabob, as long as these Articles are kept in force, and remain unviolated.

Aaz-ul-Mulck,
Morad-ul-Dowla,
Nowrish Ally Khan
Behauder
Zahooar Jung,
a servant of
King Aalum Geer,
the Invincible.

Witness,
Mohindar Narrain Canongo.

Meer Jaffier
Khan Behauder,
a servant of
King Aalum Geer,
the Invincible.

Raja Doondram
Behauder,
a servant of
King Aalum Geer,
the Invincible.

Witness,
Luckí Narrain Canongo.

AGREEMENT of the COMPANY, signed by the GOVERNOR and COMMITTEE, the 9th of February 1757. (19th Jamadee-ul-awal 1170.)

We, the East India Company, in the presence of His Excellency the Nabob Monsoor-ul-Mulck Serajah Dowlah Shah Kuly Khan Behauder, Hybut Jung, Nazim of Bengal, Behar, and Orissa, by the hands and seal of the Council, and by firm agreement and solemn attestation, do declare, that the business of the Company's factory, within the jurisdiction of the Nabob, shall go on in its former course; that we will never oppress or do violence to any persons without cause; that we will never offer protection to any persons having accounts with the Government, any of the King's Talookdars or Zemindars, nor murderers nor robbers; that we will never act contrary to the tenor of the Articles agreed to by the Nabob; that we will carry on our business as formerly, and will never, in any respect, deviate from this Agreement.

PERWANNAHS AND DUSTUCKS GIVING EFFECT TO THE ABOVE TREATY.

PERWANNAH for DUSTUCKS from SERAJAH DOWLAH, dated the 9th Rajeb Moon.

The English Company's goods have been carried backward and forward by land and water, always through the Provinces of Bengal, Behar, and Orissa, by the dustuck and seal of the said Company, by virtue of the King's Firmaund, which is also now confirmed by me. Take care, on no pretence to interrupt their carrying their goods backwards and forwards through all the chokeys whatsoever, and not to demand any katbarra, manjor, etc., according to the King's Firmaund. Let them pass and repass without receiving a single cowrie from any of their people; and interfere not with the English Company's Gomastahs on any account, but rather take care that through all your districts their business be not obstructed in any way.

Fifteen Perwannahs of the same tenor and date were granted under the seal of the Nabob Serajah Dowla to the Rajahs and Zemindars.

PERWANNAH under the seal of the NABOB MONSOOR-UL-MULCK, SERAJAH DOWLA BEHAUDER, HYBUT JUNG, dated the 9th Rajeb (31st March 1757), in the 3rd year of the glorious Reign Mohunlol.

All goods belonging to the English Company, which by virtue of the royal mandate, used to pass and repass with the said Company's dustucks,

by land or water, through the Provinces of Bengal, Behar, and Orissa, I have, at this time, granted a free currency to, in the same manner and with the same privileges as formerly; it is necessary that Your Excellency write to the Officers at Dacca, Chittagong, Jugdea, Akbarnagur, Silhet, Rangamatty, Cheetmarre, Moorshedabad, and Purnea, that they suffer the same goods to pass up and down the rivers without any molestation or imposition of katbarra (a tax laid upon boats) or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor any ways oppress the Gomastahs or dependents. Let them be punctual in this.

DUSTUCK under the seal of the NABOB SERAJAH DOWLA, etc., dated the 17th Jemadee Saun (9th March 1757), in the 3rd year of the King's glorious Reign.

To all Fouzdars, Zemindars, Chowkeydars, and Overseers of the way of the Provinces of Bengal, Behar, and Orissa.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass through the foregoing provinces, by land and water, with the Company's dustucks, I have at this time granted a free currency to in the same manner as formerly, and with the confirmation of their former privileges. Let all goods having the English Company's dustuck pass as before up and down the river without any molestation or imposition of katbarra, or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor oppress the Company's dependents.

In this be punctual, and act conformably to this writing.

PERWANNAH of the NABOB SERAJAH DOWLA to the HONORABLE COMPANY for erecting a Mint in Calcutta.

From the date of the first of the moon Shabaun, the four-sun siccas are begun to be stamped, and through all the mint houses the new siccas of the four-sun are coined. Take care and erect a mint in Calcutta (called Allenagur) and stamp gold and silver rupees out of the bullion and gold imported by your nation, of the weight of rupees of gold and silver coined at Moorshedabad. Under the name of Allenagur (Calcutta) shall you coin your money; it shall pass for land revenues, etc. Nobody will ask or set any batta upon them; only take care not to coin the gold and silver of other nations.

No. LXII.

AGREEMENT of COLONEL CLIVE with the NABOB, dated February 12th, 1757 (22nd Jemadee-ul-awul).

I, Colonel Clive, Sabut Jung Behauder, Commander of the English Land Forces in Bengal, do solemnly declare, in the presence of God and our Saviour, that there is peace between the Nabob, Serajah Dowla, and the English. They, the English, will inviolably adhere to the Articles of the Treaty made with the Nabob: that as long as he shall observe his Agreement, the English will always look upon his enemies as their enemies, and whenever called upon will grant him all the assistance in their power.

No. LXIII.

TREATY with JAFFIER ALLY KHAN,—1757.

* *I swear by God, and the Prophet of God, to abide by the terms of this Treaty whilst I have life.*

Meer Mahomed
Jaffier Khan Behauder,
servant of
King Aalum Geer.

TREATY made with the ADMIRAL and COLONEL CLIVE (SABUT JUNG BEHAUDER), GOVERNOR DRAKE, and MR. WATTS.

ARTICLE 1.

Whatever Articles were agreed upon in the time of peace with the Nabob Serajah Dowla Monsoor-ul-Mulck Shah Kuly Khan Behauder, Hybut Jung, I agree to comply with.

ARTICLE 2.

The enemies of the English are my enemies, whether they be Indians or Europeans.

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* These words were written in his own hand.

ARTICLE 3.

All the effects and factories belonging to the French, in the Provinces of Bengal (the Paradise of Nations), Behar and Orissa, shall remain in the possession of the English, nor will I ever allow them any more to settle in the three Provinces.

ARTICLE 4.

In consideration of the losses which the English Company have sustained by the capture and plunder of Calcutta by the Nabob, and the charges occasioned by the maintenance of the forces, I will give them one crore of rupees.

ARTICLE 5.

For the effects plundered from the English inhabitants of Calcutta, I agree to give fifty lakhs of rupees.

ARTICLE 6.

For the effects plundered from the Gentoos, Mussulmans, and other subjects of Calcutta, twenty lakhs of rupees shall be given.

ARTICLE 7.

For the effects plundered from the Armenian inhabitants of Calcutta, I will give the sum of seven lakhs of rupees. The distribution of the sums allotted the natives, English inhabitants, Gentoos, and Mussulmans, shall be left to the Admiral, and Colonel Clive (Sabut Jung Behauder), and the rest of the Council, to be disposed of by them to whom they think proper.

ARTICLE 8.

Within the ditch, which surrounds the borders of Calcutta, are tracts of land belonging to several Zemindars ; besides this I will grant the English Company six hundred yards without the ditch.

ARTICLE 9.

All the land lying to the south of Calcutta, as far as Culpee, shall be under the Zemindarry of the English Company ; and all the Officers of those parts shall be under their jurisdiction. The revenues to be paid by them (the Company) in the same manner with other Zemindars.

ARTICLE 10.

Whenever I demand the English assistance, I will be at the charge of the maintenance of them.

ARTICLE 11.

I will not erect any new fortifications below the Hooghly near the River Ganges.

ARTICLE 12.

As soon as I am established in the Government of the three Provinces the aforesaid sums shall be faithfully paid.

Dated the 15th Ramzan, in the 4th year of the Reign.

ADDITIONAL ARTICLE.

ARTICLE 13.

On condition that Meer Jaffier Khan Behauder shall solemnly ratify, confirm by oath, and execute all the above Articles, which the underwritten, on behalf of the Honorable East India Company, do, declaring on the Holy Gospels and before God, that we will assist Meer Jaffier Khan Behauder with all our force, to obtain the Soubabship of the Provinces of Bengal, Behar and Orissa, and further, that we will assist him to the utmost against all his enemies whatever, as soon as he calls upon us for that end; provided that he, on his coming to be Nabob, shall fulfil the aforesaid Articles.*

SUNNUDS AND PERWANNAHS GIVING EFFECT TO THE TREATY.

1. GENERAL SUNNUD, under the Seal of JAFFIER ALLY KHAN.

To all Governors, Muttaseddees, present and future, all Naibs, Fouzdars, Zemindars, Chowdrahs, Canongoos, etc., Servants of the Government, in the Provinces of Bengal, Behar, and Orissa.

Know that, by the Royal Firmaund and Husbulhookums, the English Company are pardoned (maaff) exempt from all duties, therefore I write :

That whatever goods the Company's Gomastahs may bring or carry to, or from, their factories, the aurungs, or other places, by land or by water, with a dustuck from any of the Chiefs of their factories, you shall neither ask nor receive any sum, however trifling, for the same. Know, they have full power to buy and sell ; you are by no means to oppose it. You are not to require from the Company's Gomastahs the Settee Manghans, or any other of the Zemindar's impositions. The Company's Gomastahs shall buy and sell the Company's goods, without the intervention of delolls, unless the Gomastahs are satisfied to employ them. You are to assist them on all occasions wherever they buy or sell. Whoever acts contrary to these orders the English have full power to punish them. If any of the Company's goods are stolen, you are to recover the very effects stolen or make good their amount. Any merchants or others on whom the Company have any lawful demands, you are to see that the same be paid to their Gomastahs. Take care that no one wrong or oppress the Company's Gomastahs. You are not to require or stop their boats, on pretence of the katbarra, or other duties on boats, whether they be the Company's own boats or boats hired by their Gomastahs. You are to give credit to the copies of all the Sunnuds to the Company, under the Kazzi's seal, without requiring the original. Any of the Company's debtors running from them, you are not to give them protection,

* This Article was not transmitted from India to the Company, but is to be found in the 12th page of the Appendix to the Dutch Memorial, and as there is no reason to doubt the authenticity of it, it is subjoined to the Treaty with the Nabob Meer Jaffier.

or plead for them, but are to deliver them up to the Company's Gomastahs. The Fouzdarrykurch, etc., impositions of the Fouzdars, which are forbid by the King, you shall not demand of the English, their Gomastahs, or inhabitants. Whenever the English Company desire to settle a new factory, besides those they are already possessed of, in the Provinces of Bengal Behar, and Orissa, you are to give them forty beegahs of the King's land. If any of the English ships are driven by bad weather, or wrecked in any of the ports, or other places, you are to assist them all in your power, and see that the goods are restored to the Company, and you are not to require the chouttarry, etc., which the King has forbid.

A mint is established in Calcutta; coin siccas and gold mohurs of equal weight and fineness with the siccas and gold mohurs of Moorshedabad, they shall pass in the King's treasury.

All that I have written must be done; do as I have written, nor ask a new Sunnud every year. The 27th of the moon Shevaul, and 4th of the King's reign, being the 15th of the month of July 1757.

2. PERWANNAH from JAFFIER ALLY KHAN for the MINT.

To the high and mighty, the bold and valiant Commanders, the greatest of Merchants, the English Company, on whom may the King's favor rest for ever.

A mint has been established in Calcutta; continue coining gold and silver into siccas and mohurs, of the same weight and standard with those of Moorshedabad; the impression to be *Calcutta*, they shall pass current in the Provinces of Bengal, Behar, and Orissa, and be received into the Cadjanna; there shall be no obstruction or difficulty for kussoor. Under the seal of Fidvir Aalum Geer, Badsha Gauze, Sujah-ul-Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung. 11th Zeerlaida, 4th of the King's reign.

3. PERWANNAH for the Granted Lands.

Seal of the NAWAB JAFFIER ALLY KHAN.

1170.
Aalum Geer Emperor,
fighting for the Faith,
his Devoted
Meer Mahomed Jaffier Ally
Khan Behauder Sujah-ul-
Mulck Hossam ô Dowla,
Mahabut Jung,
Anno 4.

Ye Zemindars, Chowdrahs, Talookdars, Muccuddems, Recayahs, Morsawreans, Mootawettawahs of the Chuckla of Hooghly and others situated

in Bengal, the Terrestrial Paradise: Know that the Zemindarry, Chowdrahy, and Talookdarry, of the countries in the subjoined list hath been given by treaty to the most illustrious and most magnificent the English Company, the glory and ornament of trade: the said Company will be careful to govern according to established custom and usage, without any gradual deviation, and watch for the prosperity of the people. Your duty is to give no cause of complaint to the Recayahs of the Company, who, on their part, are to govern with such kindness, that husbandry may receive a daily increase, that all disorders may be suppressed, drunkenness and other illicit practices prevented, and the Imperial tributes be sent in due time. Such part of the above said country as may be situated to the west of Calcutta, on the other side of the Ganges, does not appertain to the Company: Know then, ye Zemindars, etc., that ye are dependents of the Company, and that ye must submit to such treatment as they give you, whether good or bad, and this is my express injunction.

Twenty-four Mahals.

The Pergunnah of Mugra.
Ditto Khasspoor.
Ditto Mudenmull.
Ditto Ekktiarpoor.
Ditto Burjutty.
Part of the Pergunnah of Ghur.
The Pergunnah of Karee Jurree.
Ditto Deccan Saugeer.
Part of the Pergunnah of Calcutta.
Part of the Pergunnah of Paikan.
Part of the Pergunnah of Munpoor.
Part of the Pergunnah of Ameerabad.
The Pergunnah of Azimabad.
Ditto Moodagotcha.
Ditto Putcha Kollu.
Part of the Pergunnah of Shahpoor.
Shah Nagur.
Part of the Pergunnah of Mahomed Ameepoor
Mellung Mahal.
The Pergunnah of Hattiagur.
Ditto Meida.
Part of the Pergunnah of Akbarpoor.
Part of the Pergunnah of Bellia.
Part of the Pergunnah of Bussindarry.

Dated the 5th of Rabbi-ul-Sauni, anno quarto.*

(*In the Nabob's own hand, serving by way of sign manual.*) It is written, Finis.

(*In Maharajah Doolubrum's own hand, as Naib.*) Seen.

(*In Rajah Raage Bullub's own hand, as Hussoor Nevis.*) The 5th of Rabbi-ul-Sauni, anno quarto, registered in the Imperial Register.

(*In Rajah Conghu Baharree's own hand, as Dewan of Bengal.*) The 5th of Rabbi-ul-Sauni, anno quarto, registered in the Dewannee Register.

* About the 20th December 1757.

4. PERWANNAH from JAFFIER ALLY KHAN, for the SALTPETRE of BEHAR.

On the 2nd of the month of Rajeb, of the 4th year of His Majesty's Reign, a copy was entered in the Dewan's books.

At this time, through the means of Colonel Clive, the Saltpetre lands of the whole Province of Behar have been granted to the English Company, from the beginning of the Bengal year 1165, in the room of Coja Mahomed Wazeed; you are therefore hereby directed to establish the authority of their Gomastahs, in all the Saltpetre lands of the aforesaid Province, to give strict orders to the Saltpetre picars not to sell an ounce of Saltpetre to any other person, and to receive from the Company the stipulated Nuzzurrana and money, for the aforesaid lands.

On the last day of the month of Jammada-ul-Sauni, of the 5th year of His Majesty's Reign, a copy was entered in His Excellency's books.

Approved.

5. SUNNUD for the ZEMINDARRY of the HONORABLE EAST INDIA COMPANY'S Lands, given under the Seal of the NABOB ALLOW-Ô-DOWLA (commonly styled the NABOB MEERON) MEER MAHOMED SADDOCK KHAN BEHAUDER, ASSUD JUNG, DEWAN of the SOUBAH of BENGAL.

To the Muttaseddees, for affairs for the time being and to come, and Chowdrees and Canongoos, and Inhabitants, and Husbandmen of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc, belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that, in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindarry of the Pergunnahs above written, in consideration of the sum of twenty thousand one hundred and one Rupees (20,101) Pishcash, etc., to the Imperial Circar, according to the endorsement from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of Merchants, the English Company, to the end that they attend to the rites and customs thereof as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto: that they deliver into the treasury, at proper times, the due rents of the Circar; that they behave in such manner to the inhabitants and lower sort of people, that, by their good management, the said Pergunnah may flourish and increase; that they suffer no robbers nor house-breakers to remain within their districts, and take such care of the King's highways, that the travellers and passengers may pass and repass without the least molestation: That (which God forbid) if the effects of any person be plundered or stolen, they discover and produce the plunderers and thieves, together with the goods, and deliver the goods to the

owners and the criminals to condign punishment; or else, that they themselves be responsible for the said goods; that they take special care that no one be guilty of any crimes or drunkenness within the limits of their Zemindarry; that after the expiration of the year they take a discharge, according to custom, and that they deliver the accounts of their Zemindarry, agreeable to the stated forms, every year, into the duftercana of the Circar; and that they refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World).

It is their (the Muttaseddees, etc.) duty to look upon the said Company as the established and lawful Zemindars of those places, and whatsoever appertains, or is annexed to that office, as their right: in this particular be they strictly punctual.

Dated the first of Rubbi-ul-Sauni, in the fifth Sun of the Reign.

Let the endorsement be written.

PARTICULARS of the ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, from the month Poos (anno 1164) in the year one thousand one hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of Merchants, the English Company.

27 Mahals.

Deroobust	...	...	...	15 Mahals.
Kissmut	...	...	...	12 do.

The amount, according to the account signed by the Canongoos of the Soubah.

FORM of the SIGN MANUAL.

Be the Sunnud granted.

FORM of the FERD SAWAL.

The Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, having been conferred on the noblest of Merchants, the English Company, the aforesaid Company represent that the inhabitants will not be satisfied without the grant of a Sunnud, wherefore they desire that the Sunnud may be graciously allowed them, for which they agree to pay the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar. In this particular what are your commands?

27 Mahals.

Deroobust	...	...	...	15 Mahals.
Kissmut	...	...	...	12 do.

The amount, according to the account signed by the Canongoos of the Soubah ... Rs. 2,22,958 10 12 3

N.B.—This is written by the Royroyan.

Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, in the districts of the Chuckla of Hooghly.

26 Mahals.

Deroobust	...	...	...	15 Mahals.
Kissmuttea	...	...	...	11 do.

Rs.

Amount	...	...	...	2,20,166	14 10 1

Kissmut Pergunnah of Calcutta, Circar Sautgaum. Division 16 Annas.

Mahal Kissmuttea. Amount			...	28,482	6 13
Belonging to the Company	28,361	8	10	1	
Ditto Remount	120	13	2	3	

Kissmut Pergunnah of Mugra, Circar Sautgaum. Division 16 Annas.

Mahal Kissmuttea. Amount			...	24,504	13 16 1

Pergunnah of Khasspoor, Circar Sautgaum. Division 16 Annas.

Mahal Deroobust. Amount			...	3,337	3 2

Pergunnah of Mudenmull, Circar Sautgaum. Division 16 Annas.

Mahal Deroobust. Amount			...	22,199	5 5

Pergunnah of Berryhattee, Circar Sautgaum. Division 16 Annas.

Mahal Deroobust. Amount			...	6,149	4 13 3

Pergunnah of Ekktiarpoor, Circar Sautgaum. Division 16 Annas.

Mahal Deroobust. Amount			...	7,923	1 8

Pergunnah of Deccan Saugur, Circar Sautgaum. Division 16 Annas.

Mahal Deroobust. Amount			...	60	7 12 2

Pergunnah of Shahnagar, Circar Sautgaum. Division 16 Annas.

Mahal Deroobust. Amount			...	283	7 14

On the 15th of Rubbi-ul-Sauni, 5th Sun, a copy was entered in the Dewannee Book. D.

Pishcash of the Imperial Circar, etc., 20,101 rupees. Vizier's Fees, Nuzzurrana Soubahdarry, 5,000 rupees. Pishcash of the Imperial Circar, 12,101 rupees. 3,000 rupees.

	Rs.			
Pergunnah of Azimabad, Circar Sautgaum. Division 16 Annas.				
Mahal Deroobust. Amount	10,000			
Pergunnah of Ghur, Circar Saleemabad. Division 16 Annas.				
Mahal Deroobust. Amount	7,420	9	15	
Pergunnah of Moodagotcha, Circar Saleemabad. Division 16 Annas.				
Mahal Deroobust. Amount	31,793	10		
Pergunnah of Peetcha Kollie, Circar Saleemabad. Division 16 Annas.				
Mahal Deroobust. Amount.	3,129	4	15	
Pergunnah of Karee Jurree, Circar Saleemabad. Division 16 Annas.				
Mahal Deroobust. Amount	562	8		
Kissmut Pergunnah of Manpoor, Circar Saleemabad. Division 16 Annas.				
Mahal Kissmuttea. Amount ...	8,947	10	1	1
Belonging to the Company 8,856 3 1				
Ditto Remount 91 9 18				
Kissmut Pergunnah of Paikan, Circar Saleemabad. Division 12 Annas.				
Mahal Kissmuttea. Amount ...	6,787	10	6	3
Kissmut Pergunnah of Ameerabad, Circar Saleemabad. Adjacent to Chitpoor Division. 3 Annas.				
Mahal Kissmuttea. Amount ...	3,650	10	9	
Kissmut Pergunnah of Havelushehr, Circar Saleemabad. The village of Seenderpoor. No Division.				
Mahal Kissmuttea. Amount ...	323	11	8	
Kissmut Pergunnah of Mahomed Ameerpoor, Circar Saleemabad. The village. No Division.				
Mahal Kissmuttea. Amount ...	184	5	10	
Kissmut Pergunnah of Mob, Salt, and Wax. Circar Saleemabad. No Division.				
Mahal Kissmuttea. Amount ...	16,702	13	1	

On the 12th day of Rubbi-ul-Sauni, a copy was entered in the Books of the Government. (G. Huzoor, or the Presence.) H.

		Rs.
Pergunnah of Hattiagur, Circar Saleemabad. Division 16 Annas.		
Mahal Deroobust. Amount	...	22,119 7 19 3
Pergunnah of Meida, Circar Saleemabad. Division 16 Annas.		
Mahal Deroobust. Amount	...	4,199 14 10
Pergunnah of Akbarpoor, Circar Saleemabad. Division 16 Annas.		
Mahal Deroobust. Amount	...	2,228 15 15
Pergunnah of Shahpoor, Circar Saleemabad. Division 16 Annas.		
Mahal Deroobust. Amount	...	3,470 12 2 2
Kissmut Pergunnah of Aboab Fouzdarry, etc. Circar Saleemabad. No Division.		
2 Mahals Kissmuttea. Amount	...	1,204 12 18 2
Kissmut Pergunnah Aboab Fouzdarry and Pishcash Congo.		
2 Mahals. Amount	... ...	1,174 11 16 3
Bherjy (transferred)	... ...	30 1 1 3

Sairs, Hattiagur, and Meida, and Meidonmul, and Moodagotcha, belonging to Coot Ekktiapoor.

Division 3 Annas 11 Gundas.

Mahal Kissmuttea. Amount ... 4,501 0 0

Kissmut Pergunnah of Bellia Busseindarry, Circar Saleemabad, named Sahebnugur, in the districts of the Chuckla of Burdwan, containing the Mouza Bhilla, and all the lands lying on the east side of the River Ganges.

Division 10 Annas.

Mahal Kissmuttea. Amount ... 2,791 11 12 2

FORM of the SIGN MANUAL.

After the receipt of the Muchulca and Zaminee, according to custom.

Be the Sunnud granted.

FORM of the FERD HUCKEEKUT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, the form of which is herein fully set forth, the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Sircar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty

thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, is conferred on the noblest of Merchants, the English Company, who have delivered a Muchulca and Zaminee, into the books, and petition for the Sunnud. In this particular what are you pleased to decree?

Form of the Ferd Sawal, and particulars of the Mahals have been written above.

Pishcash of the Imperial Circar, etc., 20,101 rupees.

Pishcash of the Circar	Rs.	12,101
Nuzzurrana Soubahdary	,,	5,000
Vizier's fees	,,	3,000

27 Mahals.
Deroobust . . 15 Mahals.
Kissmuttea . . 12 do.
Amount, according to the account signed by the Canongoo of the Soubah.
Rs. 2,22,958 10 2 3

FORM of the SIGN MANUAL.

It has been viewed.

FORM of the MUCHULCA, dated the

We, the English Company, do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Sircar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Æra, has been conferred on us, to the end that we attend to the rites and customs thereof, as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto. That we deliver into the treasury in the proper times the due rents of the Circar. That we behave in such manner to the inhabitants and lower sort of people, that by our good management the said Pergunnahs may flourish and increase. That we suffer no robbers nor house-breakers to remain within our districts and take such care of the King's highways that the travellers and passengers may pass and repass without fear or molestation. That (which God forbid) if the effects of any person be plundered or stolen we discover and produce the robbers or thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment, or else that we ourselves be responsible for the said goods. That we take especial care that no one be guilty of any crime or drunkenness within the limits of our Zemindarry. That after the expiration of the year, we take a discharge according to custom, and that we deliver the accounts of our Zemindarry agreeable to the stated forms every year into the duftercana of the Circar, and that we refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World). For this reason we have given this writing as a muchulca and agreement, that upon any occasion recourse may be had thereto.

Particulars of the Mahals have been written in the endorsement.

27 Mahals.

Deroobust	.	15	Mahals.	
Kissmuttea	.	12	do.	
Amount	. 2,22,958	10	2	3

FORM of the SIGN MANUAL.

It is accepted.

FORM OF THE TOMSOOK HAZIR ZAMINEE, dated the

I, * * * * do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, has been conferred on the noblest of Merchants, the English Company; I, being appointed the personal security for the said Company with the Circar, do agree, and give this writing, that the aforesaid Company shall be present and execute the functions of the Zemindarry: If they shall absent themselves, I will make them appear; but if at any time I am not able to make them appear, I will be responsible for their compacts. For this reason I have given this writing as a Tomsook Hazir Zaminee, that upon any occasion recourse may be had thereto.

FORM of the SIGN MANUAL.

Signed.

FORM of the AGREEMENT for the PISHCASH, etc., to the IMPERIAL CIRCAR.

Account of the agreement for the Pishcash, etc., made for obtaining the grant of the Sunnud for the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., in the name of us, the English Company, for the year 1165 of the Bengal Æra.

Pishcash	.	Rs. 20,101
Pishcash of the Imperial Circar	.	Rs. 12,101
Nuzzurrana Soubahdarry	.	„ 5,000
Vizier's Fees	.	„ 3,000
		Rs. 2,22,958 10 2 3

6. SUNNUD for the Free Tenure of the Town of Calcutta, etc, to the HONORABLE EAST INDIA COMPANY, given under the Seal of the NABOB ALLOW ô DOWLA MEER MAHOMED SADDOCK KHAN BEHAUDER, ASSUD JUNG, DEWAN of the SOUBAH of BENGAL.

To the Muttaseddees for affairs for the time being and to come, and Zemindars, and Choudrahs and Talookdars, and Canongoos of the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that in consequence of the Ferd Sawal, signed by the glory of the nobility and adminis-

tration. Sujah-ul-Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the rents of the aforesaid Mouzas, etc., which adjoin to the factory of the most noble of Merchants, the English Company, amounting to eight thousand eight hundred and thirty-six rupees and something more, from the 1st* of Rabbi-ul-Sauni, 5th Sun, according to the endorsement are forgiven; to the end that they provide for the defence of their factory, and the safeguard of the seaports herewith. It is their (the Muttaseddees, etc.) duty to desist from all claims for the rents, not in any way, nor by any means, oppress or disturb them. In this particular be they punctual.

Dated as above.

† Let the endorsement be written.

PARTICULARS of the ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulk, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the rents of the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, etc., belonging to the Paradise of Nations, the Soubah of Bengal, and dependent on the Khalsa Shereefa, and the jaghire of the Circar which adjoin to the factory of the noblest of Merchants, the English Company, amounting to eight thousand eight hundred and thirty-six rupees and something more, from the ‡ latter season of Oodael in the year eleven hundred and sixty-four (1164) of the Bengal Æra, are forgiven the noblest of Merchants aforesaid.

Mouzas and Mahals 22½.

Mouzas 20½. Mahals (2 Markets) 2.

The amount according to the Ferd signed by the Canongoos of the Soubah.

FORM of the SIGN MANUAL.

Be the Sunnud granted.

FORM of the FERD SAWAL.

The noblest of Merchants, the English Company, represent that the factory for carrying on their trade in the Pergunnah of Calcutta, lying near the sea, and being liable to continual alarms and interruptions from the enemy for their defence, they have made a tank of water round their factory, and

* About the beginning of December 1758.

† This is written by the Royroyan.

‡ In the original Fesset Kruf.

left an esplanade on all sides at the distance of a cannon shot; and that the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, etc., of the Circar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, dependent on the Khalsa Shereefa and jaghire of the Circar, adjoin thereto; they request that a Sunnud, exempting them from the payment of the rents thereof, be granted them. In this particular what are your commands?

Mouzas 20½. Mahals (2 Markets) 2.

Amounting, according to the account signed by the Canongoos of the Soubah, to ... Rs. 8,836 4 3 2

Mouza of Govindpoor, etc., belonging to the Pergunnah of Calcutta
Mouza with Kissmutteas 12.

In all 6¾ Mouzas. Amount ... 2,542 14 2 3
Kerria Kissmut of Govindpoor.

Mouza of 8 annas. Amount Jaghire 338 11 16 2
Kerria Kissmut of Mirzapoor.

Mouza of 8 annas. Amount ... 131 10 17 3
Kerria Kissmut of Gunnispoor, in the bounds of Molunga, of the Khalsa.

Mouza of 8 annas. Amount ... 171 13 19 2
Kerria Kissmut of Chowrungee of the Jaghire.

Mouza of 8 annas. Amount ... 44 8 2 2
Kerria Kissmut of Dhulland.

Mouza of 8 annas. Amount ... 227 11 12 2
Kerria Kissmut of Jella Colunda.

Mouza of 8 annas. Amount ... 266 2 13
Kerria Kissmut of Dilliah Danghee of the Jaghire.

Mouza of 12 annas. Amount ... 582 15 6 3
Kerria Kissmut of Anhattee of the Jaghire.

Mouza of 6 annas. Amount ... 184 13 16 1
Kerria Sulduah of the Jaghire.

One Mouza. Amount ... 355 13 11
Kerria Kissmut of Bharee Birjhee.

Mouza of 6 annas. Amount ... 63 4 2
Kerria Kispoorperra of the Jaghire.

One Mouza Amount ... 191 0 5

Kerria Kissmut of Bharee Serampoor of the Jaghire.
Mouza of 4 annas. Amount ... 34 5 17 1

Kissmut Mouza of Dhellunt, etc., belonging to the Pergunnah of Paikan.

Twelve Mouzas, including Kissmutteas, in all 6¼ Mouzas of the khalsa.
Amount 1,894 4 2

Kerria Kissmut of Dhellunt.
Mouza of 8 annas. Amount ... 253 10 12 1

Kerria Kissmut of Soota Lootee.
Mouza of 6 annas. Amount ... 113 7 1 1

Kerria Kissmut of Govindpoor.
Mouza of 8 annas. Amount ... 161 3 13

Kerria Kissmut of Chowrungee.
Mouza of 8 annas. Amount ... 97 7 0

Kerria Kissmut of Mirzapoor.
Mouza of 8 annas. Amount ... 150 8 8 1

Kerria Rocul Koorea.
One Mouza. Amount ... 178 12 1

Kerria Kissmut of Deccan Paikparra.
Mouza of 2 annas. Amount ... 15 9 15

Kerria Kissmut of Dhela Dangee.
Mouza of 4 annas. Amount ... 156 13 6

Kerria Kissmut of Anhattee.
Mouza of 10 annas. Amount ... 218 10 12

Kerria Kissmut of Jella Colunda.
Mouza of 8 annas. Amount ... 147 2 16 1

Kerria Kissmut of Bharee Birjhee.
Mouza of 10 annas. Amount ... 227 2 2

Kerria Kissmut of Bharee Serampoor.
Mouza of 12 annas. Amount ... 123 12 7

Mouza of Shimla, etc., belonging to the Pergunnah of Manpoor.
Three Mouzas entire of the Khalsa. Amount ... 331 15 11
Kerria Shimla. One Mouza. Amount 121 15 3 2

Kerria Maukhund. One Mouza. Amount 180 4 13 2

Kerria Awdinghu. One Mouza. Amount 29 11 14

Mouzah of the Town of Calcutta, etc., belonging to the Pergunnah of Ameerabad.

Six and half Mouzas and Mahals. Amount ... 4,008 10 11

Kerria of the Town* of Calcutta.

One Mouza. Amount 1,376 13 7 2

Kerria Kissmut of Soota Nootee

Mouza of 10 annas. Amount ... 1,392 9 14 2

Kerria Kissmut of Deccan Paikparra.

Mouza of 14 annas of the Jaghire.
Amount 479 2 2

Kerria of Birjhee.

One Mouza of the Jaghire. Amount 114 7 2 2

Kerria of Serampoor.

One Mouza of the Jaghire. Amount 50 13 15 2

Market of Soota Lootee.

One Mahal of the Khalsa. Amount. 272 2 2

Market of Govindpoor.

One Mahal of the Khalsa. Amount. 322 12 5 2

Kerria Kissmut of Aboab Fouzdarry of the Town of Calcutta, etc.
Amount 8 3 18 1

FORM of the SIGN MANUAL.

The Muchulca being taken according to the form.

Be the Sunnud granted.

Mem.—Here follows the Ferd Huckeekut, and also the Muchulca of the Company, which are in the same form as those in the Sunnud foregoing for the Company's Zemindary.

* In the original it is Dhee Calcutta.

No. LXIV.

1759.

Au nom de la Trinité très Sainte.

A tous ceux que ces présentes concernent, ou en quelque manière peuvent intéresser, soit notoire.

Le très noble & très Respectable Président & Conseil du fort William & le très Noble & très respectable Directeur & Conseil du fort Gustavus, dans ces pais ici, témoignants un désir ardent, d'assoupir les troubles que agitent Bengale, d'obvenir aux calamités si souvent éprouvées, de fair cesser, ôter & terminer tous les obstacles & différens survenûs, & de restaurer dans leurs établissemens une tranquilité parfaite, ont pour cette fin nominés, muni de pleins pouvoirs & deputés au lieu destiné aux conférences à Garrethy, les honorables Messieurs: savoir.

Le très Noble & très Respectable Président & Conseil du fort William; Messieurs Richard Becher & John Cooke: Conseillers du gouvernement.

Le très Noble & très Respectable Directeur et Conseil du fort Gustavus; Messieurs Jean Bacheracht & Jean Charles Kist: Membres du Conseil Politique & de la Justice.

Lesquels, après s'avoir mutuellement assurés de leurs pleins pouvoirs expediés en bonne forme, & conféré des différens objets que leur Principaux ici ont jugés necessaires pour être insérés dans ce présent Instrument d'un general accommodement, finalement sont convenûs, après une délibération mure, d'une pacification, dont est issue heureusement une cessation entière de toutes les hostilités tant par mer que par terre, selon les articles dont le contenû ici suive.

DEMANDES.	RÉPONSE.
de la part des Anglois.	*de la part des Hollandois.*
ART. 1er.	
Messieurs le Directeur & Conseil de Chintsura donneront satisfaction suffisante à Messieurs le Président & Conseil du Fort William de l'insulte offerte au Pavillon Brittannique, par les Commandans des Vaisseaux Hollandois, et pour la detention de plusieurs de nos Vaisseaux, qui ont été saisis et arrêtés au bas de la Rivière contre les traités et l'alliance qui subsiste entre les deux Nations, et	Messieurs les Directeur et Conseil du Chintsura témoignent que comme ils ont toujours eu des sentimens pacifiques, les troubles qui sont entrevenus & ont altéré la bonne intelligence entre les deux Nations, ne peuvent pas produire comme ils n'ont pas produit qu'une douleur sensible, & tout ce qui s'est passé en bas par rapport au Pavillon Anglois et aux insultes qui sont commis, est sans leur ordre et

pour les autres actes d'hostilité commis par les dits Vaisseaux.

ART. 2d.

Messieurs le Directeur & Conseil de Chintsura dédommageront et la Compagnie, & les particuliers de tous dommages causés par les Commandans de leurs Vaisseaux, soit par leur ordre, ou non, et rendront immédiatement tous nos Vaisseaux, munitions, et effets qui peuvent encore rester dans leurs mains.

à regret peut-être par des gens d'Equipage au premier abord dans un mal entendement des ordres, avec quelle démonstration ils espèrent que Messieurs le Gouverneur & Conseil seront sufisament satisfaits.

Comme les Vaisseaux Hollandois ont reçu aussi une grande perte & dommage, il paroit dur d'insister sur le dédommagement; mais ce qui est en effet sera rendu volontairement: On prie Messieurs le Gouverneur & Conseil de réfléchir sur cet Article équitablement, et en cas qu'on ne désistera, nous ferons en sorte de les satisfaire..

Arrêté à Garhetty Le 1er Decembre 1759.

RICHD. BECHER. M. JOHS. BACHERACHT..

JOHN COOKE. J. C. KIST.

DEMANDES.

de la part des Hollandois.

ARTICLE 1e.

Que Messieurs les Anglois étant dans les termes d'un accommodement effectuent que leur allié le Nawab s'en retourne ou au moins qu'il se tienne tranquille dans son camp, sans nous faire aucun tort, et que les articles de nôtre accommodement soient acceptés, approuvés & confirmés par le Nawab, comme principal, autant qu'ils le concernent, tant pour le présent que pour l'avenir.

2d.

Un mutuel oubli de tout ce qui s'est passé pendant les troubles, qui ont cessé à présent, de plus une assurance parfaite d'amitié, fidélité & correspondance, qui soient entretenus

RÉPONSE

de la part des Anglois.

ARTICLE 1e.

Nous nous sommes déjà servi de tout notre crédit auprès du Nazim, et nous continuerons de même pour l'engager à faire rétirer son armée, le moment que les Messieurs du Gouvernement Hollandois ont rempli ses ordres. Les articles convenus entre les Anglois et les Hollandois ne peuvent point être entremêlés dans le Traité que le Gouvernement de Hougly doit conclure avec le Nazim comme principal.

2d.

Approuvé, autant qu'il ne contrevient point à l'alliance que nous avons avec le Nazim du païs. Pendant que l'amitié subsiste entre nos deux sonverains en Europe.

entre les deux nations par les chefs Respectables de chacune sans tolérer aucune hostilité de part, ni d'autre sous quelque prétexte que ce soit, que chacun fera de son mieux pour entretenir cette Intelligence, & de contribuer en tout ce qui pourroit augmenter le Bonheur de toutes les deux : sans donner directement ou indirectement du secours à ceux qui voudroient nuire l'une ou l'autre.

3e.

Comme on n'a agi ni par déclaration de guerre, ni par commission, nos troupes & gens de mer, ne peuvent être considérés comme prisonniers de guerre qui soient sujets à une capitulation, mais simplement comme des arrêtés temporels ; de sorte qu'ils doivent être libres, et sortir avec tous les honneurs militaires.

4e.

Qu'on nous laisse dans une possession Libre, tranquille & pas diminuée, de nos établissements commerce, droits & prérogatives.

5e.

Que toutes les personnes, possessions, établissements, terres, maisons, vaisseaux, bâtimens, tant de la Compagnie, qu'aux particuliers, & tout ce qui en depend, soient declarés libres & rendus en présence des Députés exprés, des deux partis, dans l'état qu'ils étoient.

6e.

Les Ratifications seront échangées sous l'approbation de Messieurs les Directeurs des Compagnies le plus tôt qu'il sera possible.

3e.

Nous ne regardons point les officiers et trouppes Hollandoises comme nos prisonniers ; mais comme ceux du Nazim : Nous sommes donc prêts à les relacher dès que le gouvernement de Hougly ont fini leur négotiation avec le Nazim, à l'exception de ceux qui veulent entrer dans nôtre service, ou qui demandent la protection du pavillon anglois.

4e.

Nous n'avons jamais interrompu Messieurs les Hollandois dans leurs justes droits ou priviléges, et ne sommes point dans l'intention de le faire.

5e.

Tous les vaisseaux, barques, &c., dans notre possession seront restitués dès que nos demandes seront accordés, ou une assurance qu'ils seront de la part de Messieurs le Directeur & Conseil de Hougly.

6e.

Accordé.

7e.

Finalement les deux parties seront guarandeurs rèciproquement de l'Exécution des Articles précédens.

Arrêté ce présent à Garhettÿ le 1er Decembre 1759.

M. JOHS. BACHERACHT.
J. C. KIST.

7e.

Nous ne voions point la necessité de cet article.

Arrêté ce présent à Garettÿ le 3me Décembre 1759.

RICHD. BECHER.
JOHN COOKE.

REVERS.

Convenu, & arrêté que la Langue françoise, dont on s'est servi dans quelques exemplaires de ce présent traité d'accommodement, & dont on sera obligé de se servir à l'avenir dans son exécution, ne fournira aucun exemple qui pourroit être allégué au préjudice des Maitres et Principaux respectifs des deux parties Contractantes, mais qu'on se réglera dans la suite selon ce qu'on trouvera à l'égard des Principaux des deux partis qui sont dans le droit, coutume & possession d'expédier & reçevoir pareils Traités & actes dans une autre Langue que le françois déjà observé, ou ce qui doit être observé.

Le présent Traité & les accessions qui y peuvent intervenir, retiennent la même vertu, & propriété, que si la même coutume y avoit été observée ; & les articles separés qu'on y voudroit entremettre conserveront pareillement la même efficace que s'ils étoient inserés dans le traité.

En foi de quoi nous soussignés Députés du très Noble, & très respectable Président & Conseil du fort William, & du très Nobles & très respectable Directeur & Conseil du fort Gustavus, Membres de leurs Assemblées respectives, avons signé ce présent revers, & y fait apposer les Cachets de nos armes.

Ainsi fait au Lieu de nos Conférences à Garrethÿ le 3 Décembre 1759.

Seal.	M. JOHS. BACHERACHT.	RICHD. BECHER.	Seal.
Seal	J. C. KIST.	JOHN COOKE.	Seal.

RATIFICATION.

Nous soussignés acceptons par ces présentes, les articles précédents d'un mutuel & réciproque accommodement, negociés & arrêtés pour la pacification générale entre les Etablissemens et sujets de nos Maitres & Principaux respectifs, par nos Deputés Extraordinaires, savoir d'une part, les Sieurs Richard Becher et John Cooke Conseillers du fort William : & de l'autre Les Sieurs Jean Bacheracht & Jean Charles Kist, Membre du Conseil politique et de Justice du fort Gustavus ici, et les approuvons confirmons & ratifions au nom & sous approbation de nos susdits Maitres & Principaux en Europe, promettant de faire incessamment et fidèlement exécuter la Resti-

tution mutuelle stipulée dans les prédits Articles ; pour assoupir toutes les mesintelligences & démêlés survenus jusqu'ici ; d'ailleurs & outre cela de faire passer le contenû de cette présente Convention autant qu'il sera necessaire par une publication solemnelle à la connoissance de tous ceux qui dépendent de nous, afin qu'elle soit dans tous ses points essentiels religieusement observée, en évitant tout ce qui pourra dans la Suite altérer, ou troubler l'amitié & le Voisinage paisible qui subsiste à présent heureusement entre nos Etablissemens respectifs rétablie.

En foi de quoi nous avons signé et munis ces présentes avec les Sceaux de nos deux Nobles Compagnies des Indes Orientales établies ici.

Donné

à

Hougly, le 6e Décembre 1759.

Seal

AN. BISDOME.
P. VERNET.
R. B. ARMENAULT.
M. TSINCK.
J. L. V. SCHEVICHAVEN.
SN. DEHOOG.
P. W. FALCK.

Donné

à

Calcutta, le 8e Décembre 1759.

Seal.

ROBERT CLIVE.
C. MANNINGHAM.
W. F. FRANKLAND.
J. Z. HOLWELL.
W. MACKETT.
THOS. BODDAM.
WM. B. SUMNER.
W. MCGUIRE.

TRANSLATION.

IN THE NAME OF THE MOST HOLY TRINITY.

To all whom these Presents concern, or may in any way interest, be it known.

The most noble and most respectable President and Council of Fort William, and the most noble and respectable Director and Council of Fort Gustavus in these territories, animated by an ardent desire to remove all the troubles, obstacles, and differences which have been experienced in Bengal, and to re-establish complete tranquillity in their respective settlements, have, with this view, nominated, vested with full powers, and deputed the following gentlemen to Garethy, the place appointed for the conferences :—

On the part of the most noble and most respectable President and Council of Fort William, Messrs. Richard Becher and John Cooke, Counsellors of the Government.

On the part of the most noble and most respectable Director and Council of Fort Gustavus, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the Department of Justice, who discussed the different matters of which the insertion in the present treaty of settlement was considered necessary by their Principals here; and after mature deliberation, a pacification was agreed upon, the result of which has

been an entire cessation of hostilities both by sea and land, according to the terms of the following Articles :—

Demands on the part of the English.

ARTICLE 1.

The Director and Council of Chinsura shall afford due satisfaction to the President and Council of Fort William for the insult offered to the British flag by the Commanders of Dutch vessels, and for the detention of several of our ships, which have been seized and stopped down the river, contrary to Treaties and the alliance subsisting between the two nations, as well as for other acts of hostility committed by the said vessels.

ARTICLE 2.

The Director and Council of Chinsura shall indemnify both the Company and individuals for all losses caused by the Commanders of their vessels, whether by their orders or not, and shall immediately give up all our ships, munitions, and effects which may still be in their hands.

Replies on the part of the Dutch.

ARTICLE 1.

The Director and Council of Chinsura state, that as they have always entertained pacific sentiments, the troubles which have arisen and affected the good understanding between the two nations cannot but be a source of great pain, and that what has passed respecting the British flag and the insults offered, has taken place without their orders and to their regret.

Those acts may probably have been committed by the people composing the crew under a misconception of orders. With this explanation it is hoped that the Governor and Council will be satisfied.

ARTICLE 2.

As Dutch vessels have also suffered great loss and injury, it seems hard to insist upon indemnification, but what there is in effects shall willingly be restored.

The Governor and Council are requested to consider this Article in a spirit of equity. In the event of their not desisting, we shall endeavour to satisfy them.

Executed at Garethy, the 1st December 1759.

(Signed) RICHD. BECHER.
„ JOHN COOKE.

(Signed) JOHN BACHERACHT.
„ J. C. KIST.

Demands on the part of the Dutch.

ARTICLE 1.

That the English shall cause their ally, the Nawab, to return, or at least

Replies on the part of the English.

ARTICLE 1.

We have already used all our influence with the Nazim, and will con-

to remain quiet in his camp, without doing us any injury, and that the Articles of our settlement shall be approved, accepted and confirmed by the Nawab as a principal, in as far as they concern him, as well for the present as for the future.

ARTICLE 2.

There shall be a mutual oblivion of all that passed during the prevalence of troubles which have now ceased, as well as a perfect assurance of friendship, fidelity, and communication between the two nations through the respectable Chiefs of each, without the toleration of any hostility on either side, under any pretext whatsoever. Each shall do his best to maintain this good understanding and to augment the welfare of both, without directly or indirectly aiding those who may desire to hurt either nation.

ARTICLE 3.

As the acts done have not resulted from a declaration of war, our troops and seamen cannot be considered as prisoners of war, subject to a capitulation, but simply as persons under temporary detention they should, therefore, be released and allowed to depart with military honours.

ARTICLE 4.

That we shall be left in free, quiet, and undiminished possession of our establishments, commerce, rights, and prerogatives.

tinue doing so with a view to induce him to withdraw his army, as soon as the gentlemen of the Dutch Government have fulfilled his orders.

The Articles agreed upon between the English and the Dutch cannot be intermixed in the Treaty which the Government of Hooghly is to conclude with the Nazim as principal.

ARTICLE 2.

Approved, so far as this Article does not contravene our alliance with the Nazim of the country, and shall be observed while friendship shall subsist between our respective Sovereigns in Europe.

ARTICLE 3.

We do not regard the Dutch Officers and troops as our prisoners, but as those of the Nazim. We shall, therefore, be prepared to release them as soon as the Government of Hooghly shall have brought its negociations with the Nazim to a close, with the exception of such of them as may wish to enter our service, or may apply for the protection of the British flag.

ARTICLE 4.

We have never interrupted the Dutch gentlemen in the enjoyment of their just rights or privileges, and have no intention to do so.

ARTICLE 5.

That all persons, possessions, establishments, lands, houses, vessels, belonging as well to the Company as to individuals, and all dependent thereon, shall be declared free, and restored in the state in which they were, in presence of the special deputies of the two parties.

ARTICLE 5.

All the vessels, barks, etc., in our possession, shall be restored as soon as our demands shall have been complied with or an assurance given that they shall be, on the part of the Director and Council of Hooghly.

ARTICLE 6.

The ratifications shall be exchanged with approbation of the Directors on the part of the respective Companies as soon as practicable.

ARTICLE 6.

Agreed.

ARTICLE 7.

Finally, the two parties shall be reciprocally guaranteed in respect to the execution of the foregoing Articles.

ARTICLE 7.

We do not see the necessity of this Article.

Executed at Garthye the 1st of December 1759.

Seal. (Sd.) JOHN BACHERACHT.

Seal. „ J. C. KIST.

Executed at Garethy, the 3rd of December 1759.

(Sd.) RICHARD BECHER. Seal.

„ JOHN COOKE. Seal.

Agreed and resolved, that the French language, which has been used in some copies of the present Treaty, and which it shall become necessary to use hereafter in its execution, shall furnish no ground for any allegation to the prejudice of the respective masters and principals of the two contracting parties, but that matter shall be regulated according to the practice of the principals who are in the habit of despatching and receiving similar treaties and acts in other than the French language.

Any separate Articles which may be appended shall have the same force as if they had been inserted in the Treaty.

RATIFICATION.

We, the undersigned, accept, by these presents, the foregoing Articles of

a mutual settlement negotiated and adopted for the general pacification of the establishments of our respective masters and principals through our Deputies, namely, on the one part, Messrs. Richard Becher and John Cooke, Counsellors at Fort William, and on the other, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the Department of Justice at Fort Gustavus here; and we approve, confirm, and ratify the same, in the name, and subject to the approbation of, our respective masters and principals in Europe, promising to cause immediately and faithfully the mutual restitution stipulated in the aforesaid Articles, with a view to the removal of the misunderstandings and disorders which have hitherto prevailed, and, moreover, to bring the contents of this convention as far as may be necessary, by means of a formal publication, to the knowledge of all those who are dependent on us, in order that the same may, in all essential points, be religiously observed, so as to avoid in future whatever may tend to disturb the friendship and good understanding now happily subsisting between our respective establishments.

In witness whereof, we have signed and affixed to these presents the Seals of the two East India Companies, respectively.

Given at Hooghly, the 4th December 1759.

Dutch Seal.

(Sd.) A. BISDOME.
„ E. L. VERNET.
„ M. TSINCK.
„ J. L. V. SCHEVICHAVEN.
„ S. DEHOOG.
„ P. W. FALCK.

Given at Calcutta, the 8th December 1759.

Coy's Seal.

(Sd.) ROBT. CLIVE.
„ C. MANNINGHAM.
„ W. F. FRANKLAND.
„ J. Z. HOLWELL.
„ W. MACKETT.
„ THOMAS BODDAM.
„ W. B. SUMNER.
„ W. MCGUIRE.

No. LXV.

GUARANTEED AGREEMENT between the DUTCH and the NABOB, 23rd August 1760.

Articles agreed on by the undermentioned Deputies appointed by the Directore and Council for the Dutch East India Company in Bengal, to be performed on the part of the said Company, and conditions granted them in consequence by the Nabob Jaffer Ally Cawn, Sujah al Meulk Behadre, Mahaubut Jung, the performance of

Artikelen, goedgekeurd by d'ondergeteekende Gedeputeerde aangesteld van den Directeüren Raad der Nederlandsche Oost Indische Comp: in Bengalen, om van wegens voorsz; comp: te worden nagekomen: als mede voorwaardens, een ingevolge van dien toegestaan door den Nabab Jaffer Alychan Soŭja-al

which said Articles and conditions are at the request of both the contracting parties guaranteed to them respectively by the undersigned President and Council of Fort William.

Molk Beadŭr, de volbrenging der voorsz: artikelen en voorwaardens, is op verzoek bŷder contracteerende partyen, gegŭaranteerd door de respective onderget: President en raad van't fort William.

ARTICLE 1ST.

The Directore and Council shall immediately send away from Chinchura and their other Factories all the Europeans they have exceeding the number of one hundred and twenty-five granted them by Treaty: The said men may remain on Board of their Ships at Culpee or Fulta till an opportunity offers of conveying them to Batavia.

ART. 1.

Den Directeŭr en Raad van Chinsŭra, zŭllen onmiddelŷk van Hoŭglŷ en hŭnne verdere Comptoiren alhier, wegzenden, alle de manschap die't getal van 125 koppen te boven gaat, hŭn bŷ vorige Tractaten toogestaan: zullende zich dezelve op een hŭnner te Culpi of Folta liggende Scheepen zo lang moeten ophoŭden tot dat ze bŷ eene gemackelyke gelegenheid Bataviawaards kunnen vervoerd werden.

2ND.

That if they have erected any new Fortifications or deepen'd or widen'd their Ditch since the execution of their Treaty with the Nabob, they shall be immediately reduced to their former condition.

2.

Dat bŷ aldien ze eenige nieuwe vŭestingwerken hebben opgeworpen, of hunne grachten ŭŷtgediegt, vergroot of verwyderd zedert den dag der volvoering van hŭn laast met den Nabab geslotene Tractaat, onmiddelŷk tot hŭnne vorige staat zullen wederbrengen.

3RD.

That if they have augmented their number of Guns or their quantity of Military Stores beyond what is necessary for the ordinary uses of their Factory, the overplus shall immediately be sent away in the same manner as is mentioned in the first Article regarding the men.

3.

Dat ingevalle zŷ't getal van hŭnne canonen of Oorlogs ammonitie hebben vermeerderd boven't geen zij tot't ordinair gebrŭŷk in hunne bezittingen benodigt hebben, zŷ't overschot in zelvervoegen zŭllen doen verzenden als bŷ't eerste artikel ten opzigte der manschap is vermeld.

4TH.

That they shall never suffer more than one Europe Ship at a time to come higher up the River than

4.

Dat ze nooyt zŭllen gedoogen meer dan een Europisch Schip, tegetŷk hooger dan Culpi, Folta of Mayapour,

Culpee, Fulta or Myapore without the express leave of the Nabob first obtained.

5TH.

The said Deputies on the part of the said Directore and Council do hereby renew, confirm and ratify all the conditions by them agreed on in the Treaty concluded between the English Commissaries on behalf of the Nabob and the Commissaries on the part of the said Directore and Council the 3rd of December 1759, and more expressly and particularly that part which limits their forces in Bengal to the number of one hundred and twenty-five Europeans.

6TH.

The said Directore and Council shall now and at all times when the Nabob may require it permit an officer of his together with an English officer to review the men and Military Stores in Chinchura and their other Factories. Or if any other means can be agreed on between the Governor and Council of Fort William and the Directore and Council of Chinchura whereby the number of the men and the quantity of Military Stores may be ascertained to the satisfaction of the said Governor and Council of Fort William so as that they may be enabled to answer to the Nabob as Guarantees for the Security of his Country, in such case the Nabob will not insist upon the review.

7TH.

The Nabob's Duan Ray Rayen Ameed Ray on the behalf of the Nabob solemnly engages to the said

te laten opkomen, zonder alvorens daartoe van den Nabab eene uytdruckelyke vergunning erlangt te hebben.

5

De voorsz: Gecommitteerdens van wegens den Directeur en Raad van Chinsura, vernieuwen, bevestigen en ratificeeren mits deezen alle de voorwaardens byhén aangenomen in't Tractaat gesloten tusschen de Engelsche Commiss: als mede den Nabab tereene, en den Directeur en Raad van Hougly ter andere zyde, op den 3 Xber 1759 en in't byzonder dat gedeelte welk de Militaire Magt in Bengale op 125 Europeesen bepaalt.

6

De voorsz: Directeur en Radd, zullen nú en ten allen tyden, wanneer't de Nabab mogte requireeren toestaan dat een zyner Officieren vergezeld met eenen Engelsen, der húnne Manschap en Oorlogs voorraadte Chinsura en verdere Comptoiren overzien. Of indien men tusschen den Goúverneur en Raad van't Fort William en den Directeur en Raad van Chinsura door eenige andere middelen kan overeenkomen waardoor den Goúverneur en den Raad van't Fort William konde tot deszelfs genoegen verzekert werden van't getal húnner manschap, en de hoeveelheid van derzelver krygsvoorraad, en Zy als vermiddelaar mogten & mogeude wezen, den Nabab een voldoende antwoord te geven, omtrend de veiligheid van zyn land, dat als an in een alzúlk geval de Nabab niet zoúde op de mostering insisteeren

7.

De Nababs Duwan Raay Raayaan Ameed Raay verbind zig plegtelyk van wegens den Nabab, aanden voorgemel-

Directore and Council that on their complying with the before going conditions, they shall hereafter be supported in all their Rights, Liberties and Prerogatives in Trade as granted them by the Phirmaunds of the Mogul.

8TH.

That they shall in future be burthen'd with no new or unusual Taxes or Contributions whatsoever, and particularly that they shall be freed from the payment of the sum exacted from them for some years past by the Soubah of Patna under the title of Peshcush due for the privilege of the Trade of Salt Petre; it not being just that the said Directore and Council should continue to pay for a privilege that they do not now hold.

9TH.

That they shall have a free and uninterrupted passage for their Ships and Vessels in the River with the exception mentioned in the 4th Article, as also for their Oxen, Carts, Cooleys, Peons, Cossids, &c., by land to their usual destin'd Place, with the seal of the Company and that of the Directore or Chiefs or other Servants properly qualified, without being subject to any impositions from any Phousdars, Jaguerdars, Chowkeydars, Droghers or other Officers of the Government.

10TH.

That in consequence of the several Phirmaunds by them obtained: The Dutch East India Company's Trade in the Provinces of Bengal, Bahar and Orixa shall be free and uninterrupted in all Articles whatsoever, excepting the purchase of

den Directeur en Raad, dat zodra zÿ zich de voorengenoemde voorwaarden hebben onderworpen, in alle hŭnne regelen, Vrijheden en Prerogativen, hún bÿ Firmaans van de Mogol vereend, zúllen werden ondersteŭnd.

8.

Dat zÿ in den aanstaande, met geene nieuwe of ongewone geld afperssingen hoe genaamt, zullen werden beladen, en voornamentlÿk dat ze zúllen bevrÿd zÿn van de betaling eener Somma, hun eenige jaaren geleden door den Soúba van Patna voor de privilegie van den Salpeter handel, onder den naam van Peeskes afgeeischt, door dien't niet billÿk zŏŭde zÿn dat gemelde Directeur en Raad zoude continueëren te betalen voor cen privilegie dat ze thans niet meer behouden.

9.

Dat ze voor húnne Scheepen en vaar tuÿgen zullen hebben een vrÿe en on gehinderde doortogt, egter met deeze uÿtzondering als byt vierde artikel vermeld staat, zo-mede over land voor húnne ossen, karren, coúlÿs pions, casseds na húnne gewoonlÿke bestemde plaatsen gaande, mits voorzien zÿndĕ met't zegel van de comps: en dat van den Directeur opperhoofden of andere daartoe geqŭalificeerde Dienaren zondereenige belasting van Faúsdaars, Jagierdaars, Choúkidaars, Derrogas of andere officieren van de Regeering, onderhevig te zÿn.

10.

Dat ingevolge van verscheide door hún verkregene Firmaans, den handel van de Nederlandsche Oost Indische Comp: in Bengalen, Behaar en Orixa, vrÿ en ongestoord, in alle artikelen hoegenaamt zal worden gedre-

Salt Petre of which the Nabob has granted to the English the Exclusive Priviledge.

11TH.

That the Nabob will order the account of their coinage in the mint at Cariem Abaad to be adjusted and the balance which may appear due to be discharged, and that in future their Business in the said Mint shall be carried on without molestation or hindrance, and the nett produce be delivered without any detention or unlawful deduction.

Done at Fort William, this 23rd of August 1760.

The above-mentioned Articles having been duly ratified by the Nabob on one part and on the other by the Directore and Council of Chinchura are now sign'd by us the Governor and Council of Fort William as Guarantees.

Done at Fort William, this 22nd day of September 1760.

(Signed) HENRY VANSITTART.
„ JOHN CAILLAUD.
„ WM. B. SUMNER.
„ T. Z. HOLWELL.
„ W. MCGUIRE.
„ S. VERELST.
„ S. L. SMYTH.
„ CULLING SMITH.

ven uÿtgenomen den Salpeter in zaam, welk voorregt den Nabab aan d'Engelsen met uÿtsluyting van alle andere heeft toegestaan.

11.

Dat de Nabab zal ordre geven om de rekening van hünne verstempeling in de Münt te Carriemabaad effen te stellen, en't Saldo dat blÿven zal hen nog te competeeren, üÿt te keeren; voorts dat in't toekomende, hünne bezigheden in de voorsz: Münt, vortgang züllen nemen zonder eenige de minste molestatie of verhindringe, en dat verdars 'tnette product, zonder de minste aan of agter houding of aftrekking voortaan zal werden afgelegt.

Gegeven in't Fort William, den 23 Augustus 1760.

(Get.) J. P. de WILDE.
„ M. JOH. BACHERACHT.

Adriaan Bisdom, directeur van wegens de Edele Nederlandsche Oost Indische Maatschappÿ in Bengalen, Behaar en Orixa benevens ded Raad doen te weeten aan allen en eeniegelÿk die het angaat of eeniger wyze kan aangaan.

Alzoo wy't oorbaar en geraden hebben gevonden eene conventie met zÿn Excellentie den Heere Jaffer Aliechan, Soüja ûlmulk Beadür, Nabab der Provintien van Bengalen, Behaar en Orixa &c., &c., &c., aante gaan, door dewelke alle zedert eenige tyd gewezene differenten finaal in der minne mogten vereffent worden, en wÿ weder zouden künnen gevoelen de vrügten en emoluwenten eenes vrÿen, ongestoorden en onverhinderden handels in deeze gewesten, zoveel als't namelÿk doenlÿk is en de tÿds omstandigheden komen te lÿden voorts deeze konventie by wederzydse afgevaardigdens voorzien met een ampel bevel, op aag en jaareals daar by vermeld Staat, in de

vorenstaande artikelen en konditien onder den middeling en guarantie des respectiven President en Raad van't Fort William gesloten, ondergeschreven en getekent is geworden;

En vermits de inhoud van't voorsz: Instrúment dicteerd, dat de acten van ratifikatien van d'eene & d'andere zÿde in goede en behoorlyke forme zullen worden uÿtgewisseld, binnen de tÿd van twintig dagen te rekenen van den dag der onderteekening; zo is't: Dat we, em overtuygende bewyzen te gëven, van onze opregtheid, en om te voldoen aan't gëen onze gecommitteerdens voor ons beloofd hebben, de voorsz: conventie in alle haare hoofden, artikelen en voorwaardens generalek zo veel in ons is, egter onzer approbatie anzer Heeren en Meesters en illibaat den eygendom van derzelver verkregene waare regten, Vryheiden en besittingen alhier, hebben geaggrëerd en geratificeerd, gelyk wy, dezelve alleles aggreeren en ratificeeren by dezen, belovende ter goeder trouwe en sinceerlyk, dat wy, alle't geene allessis daarin overeengekomen, gesloten en by ons geratificeerd is geworden, van point tot point zullen nakomen, onderhouden, en zorge dragen dat b: onze onderhorige egalÿk, zonder daar tegen te doen direct of indirectelyk op wat wÿze en manier't ook zaude moge wezen g'observeerd worde.

Tot bekragtiging en kondschap van alle het welke heb.en wÿ deeze met onze hand onderteekend, en ons groot zegel daarby doen stellen.

Gegeven binnen't Fort Gustavus, ten onzen Nederlandschen Hoofd Comptoire Hougly in Bengalen dezen 20 September 1760.

Seal.

(Getk.) 1 AN. BISDOM.
(„) 2 R. B. ARMENAULT.
(„) 3 L. ZUYDLAND.
(„) 4 M. TSINCK.
(„) 5 J. L. V. SCHEVICHAVEN.
(„) 6 SN. DEHOOG.
(„) 7 J. C. KIST.
(„) 8 P. W. FALCK.

No. LXVI.

A TREATY between the NABOB MEER MAHOMED KOSSIM KHAN and the COMPANY,—1760.

Company's Seal.

Meer Mahomed Kossim Khan Behauder's Seal.

Two Treaties have been written of the same tenor, and reciprocally

exchanged, containing the Articles undermentioned, between Meer Mahomed Kossim Khan Behauder and the Nabob* Shum's-ô-Dowla, Governor, and the rest of the Council, for the affairs of the English Company; and during the life of Meer Mahomed Kossim Khan Behauder, and the duration of the factories of the English Company in this country, this Agreement shall remain in force. God is witness between us that the following Articles shall in no wise be infringed by either party:—

ARTICLE 1.

The Nabob, Meer Mahomed Jaffer Khan Behauder, shall continue in possession of his dignities, and all affairs be transacted in his name, and a suitable income shall be allowed for his expenses.

ARTICLE 2.

The Neabut of the Soubahdarry of Bengal, †Azimabad and Orissa, &c., shall be conferred by His Excellency, the Nabob, on Meer Mahomed Kossim Khan Behauder; he shall be invested with the administration of all affairs of the Provinces, and after His Excellency he shall succeed to the Government.

ARTICLE 3.

BETWIXT us and Meer Mahomed Kossim Khan Behauder, a firm friendship and union is established; his enemies are our enemies, and his friends are our friends.

ARTICLE 4.

The Europeans and Telingas of the English Army shall be ready to assist the Nabob, Meer Mahomed Kossim Khan Behauder, in the management of all affairs; and in all affairs dependent on him, they shall exert themselves to the utmost of their abilities.

ARTICLE 5.

For all charges of the Company and of the said Army, and provisions for the field, etc., the lands of Burdwan, Midnapore, and Chittagong shall be assigned, and Sunnuds for that purpose shall be written and granted. The Company is to stand to all losses and receive all the profits of these three countries, and we will demand no more than the three assignments aforesaid.

ARTICLE 6.

One-half of the Chunam produced at Sylhet for three years shall be purchased by the Gomastahs of the Company from the people of the Government, at the customary rate of that place. The tenants and inhabitants of those districts shall receive no injury.

* Governor Vansittart.
† Or Behar.

ARTICLE 7.

The balance of the former tuncaw shall be paid according to the kist-bundee agreed upon with the Royroyan. The jewels which have been pledged shall be received back again.

ARTICLE 8.

We will not allow the tenants of the Circar to settle in the lands of the English Company, neither shall the tenants of the Company be allowed to settle in the lands of the Circar.

ARTICLE 9.

We will give no protection to the dependents of the Circar in the lands, or in the factories of the Company, neither shall any protection be given to the dependents of the Company in the lands of the Circar; and whosoever shall fly to either party for refuge shall be delivered up.

ARTICLE 10.

The measures for war and peace with the Shahzada, and raising supplies of money, and the concluding both these points, shall be weighed in the scale of reason, and whatever is judged expedient shall be put in execution; and it shall be so contrived by the joint councils, that he be removed from this country, nor suffered to get any footing in it. Whether there be peace with the Shahzada or not, our agreement with Meer Mahomed Kossim Khan Behauder, we will (by the grace of God,) inviolably observe, as long as the English Company's factories continue in the country.

Dated the 17th of the month Sophar, in the 1174 year of the Hegira, or the 27th September 1760.

(Sign Manual of Meer Mahomed Kossim Khan).

This was sealed on the 18th of the month Sophar, in the eleven hundred and seventy-fourth year of the Hegira, and the proposals agreed to.

SUNNUDS GIVING EFFECT TO THE ABOVE TREATY.

1. SUNNUD under the SEAL of the NABOB NASEER UL MULCK IMTEAZ ô DOWLA NESSERAT JUNG MEER MAHOMED KOSSIM, KHAN BEHAUDER.

To the Zemindars, Canongoos, Talookdars, Tenants, Husbandmen and Chiefs of the villages of the Pergunnah of Burdwan, &c., the Zemindarry of the Raja Tillukchund, in the districts of the Soubah of Bengal: Be it known that whereas divers wicked people have traitorously stretched forth their hands to plunder the subjects, and waste the royal dominions, for this reason the said Pergunnah, &c., is granted to the English Company, in part of disbursement of their expenses, and the monthly maintenance of five hundred European horse, two thousand European foot, and eight thousand

sepoys, which are to be entertained for the protection of the royal dominions. Let the above officers quietly and contentedly attend and pay to the persons appointed by the English Company the stated revenues, and implicitly submit in all things to their authority. And the office of the Collectors of the English Company is as follows:—They shall continue the zemindars and tenants in their places, regularly collect the revenues of the lands, and deliver them in monthly, for the payment of the expenses of the Company and the pay of the above mentioned forces, that they may be always ready cheerfully and vigorously to promote the affairs of the King. Let this be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st month of the Cautic 1176, Bengal style.

N.B.—Sunnuds for the Chuckla of Midnapore, in the districts of the Soubah of Orissa, and for the Thanna of Islamabad or Chittagong, appertaining to the Soubah of Bengal, are worded as the above.

2. SUNNUD under the Seal of the NABOB NASEER-UL-MULCK, &c.

To the Daroga of Chunam, to the Naib of Sylhet: Be it known, that whereas the English Company are constructing a Fort in Calcutta, and meet with great obstacles in finishing that work in the want of stone chunam; for this reason it is ordered, that of whatever quantity of chunam is produced at that place one-half (the price thereof being received agreeable to the rate of that place) be delivered to the Gomastahs of the English Company for the term of three years, that no delays may be occasioned in finishing the Fort aforesaid; and the other half is to be sent for the Circar. Let this be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st of the month Cautic 1176, Bengal style.

No. LXVII.

ARTICLES of a TREATY and AGREEMENT between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SUJAH-UL-MULCK, HOSSAM-Ô-DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER, MAHABUT JUNG,—1763.

Company's large Seal.

The Seal of the Nabob Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, &c.

On the part of the Company.

We engage to reinstate the Nabob Meer Mahomed Jaffier Khan Behauder in the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, by the deposal of Meer Mahomed Kossim Khan; and the effects, treasure, and jewels, &c., belonging to Meer Mahomed Kossim Khan which shall fall into our hands, shall be delivered up to the Nabob aforenamed.

On the part of the Nabob.

ARTICLE 1.

The Treaty which I formerly concluded with the Company upon my accession to the Nizamut, engaging to regard the honour and reputation of the Company, their Governor and Council, as my own, granting perwannahs for the Currency of the Company's business; the same Treaty I now confirm and ratify.

ARTICLE 2.

I do grant and confirm to the Company for defraying the expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, which were before ceded for the same purpose.

ARTICLE 3.

I do ratify and confirm to the English the privilege granted them by their Firmaund and several Husbulhookums, of carrying on their trade by the means of their own dustuck, free from all duties, taxes, or impositions, in all parts of the country, excepting the article of salt, on which a duty of 2½ per cent. is to be levied on the rowana, or Hooghly market price.

ARTICLE 4.

I give to the Company half the saltpetre which is produced in the country of Purnea, which their Gomastahs shall send to Calcutta. The other half shall be collected by my Fouzdar for the use of my offices; and I will suffer no other person to make purchases of this article in that country.

ARTICLE 5.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1170, my Fouzdar and the Company's Gomastah shall jointly prepare chunam, of which each shall defray half the expenses; and half the chunam so made shall be given to the Company, and the other half shall be for my use.

ARTICLE 6.

I will maintain twelve thousand horse and twelve thousand foot in the three Provinces. If there should be occasion for any more the number shall be increased by consent of the Governor and Council proportionably to the

emergency: Besides these, the force of the English Company shall always attend me when they are wanted.

ARTICLE 7.

Wherever I shall fix my court, either at Moorshedabad or elsewhere, I will advise the Governor and Council; and what number of English forces I may have occasion for in the management of my affairs, I will demand them, and they shall be allowed me, and an English gentleman shall reside with me, to transact all affairs between me and the Company, and a person shall also reside on my part at Calcutta to negotiate with the Governor and Council.

ARTICLE 8.

The late Perwannahs issued by Kossim Ally Khan, granting to all merchants the exemption of all duties for the space of two years shall be reversed and called in, and the duties collected as before.

ARTICLE 9.

I will cause the rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad without any deduction of batta; and whosoever shall demand batta shall be punished.

ARTICLE 10.

I will give thirty lakhs of rupees to defray all the expenses and loss accruing to the Company from the war and stoppage of their investment; and I will reimburse to all private persons the amount of such losses, proved before the Governor and Council, as they may sustain in their trade in the country. If I should not be able to discharge this in ready money, I will give assignments of land for the amount.

ARTICLE 11.

I will confirm and renew the Treaty which I formerly made with the Dutch.

ARTICLE 12.

If the French come into the country, I will not allow them to erect any fortifications, maintain forces, hold lands, Zemindarries, &c., but they shall pay tribute, and carry on their trade as in former times.

ARTICLE 13.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Agents and Gomastahs in the different parts of the country and my officers.

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof; and the

Nabob aforenamed hath set his hand and seal to another part hereof, which were mutually done and interchanged at Fort William, the 10th day of July 1763.

(Signed) HENRY VANSITTART.
" JOHN CARNAC.
" WILLIAM BILLERS.
" WARREN HASTINGS.
" RANDOLPH MARRIOT.
" HUGH WATTS.

DEMANDS made on the part of the NABOB MEER MAHOMED JAFFIER KHAN, and agreed to by the COUNCIL at the time of signing the Treaty.

ARTICLE 1.

I formerly acquainted the Company with the particulars of my own affairs, and received from them repeated letters of encouragement and kindness with presents; I now make this request that you will write in a proper manner to the Company, and also to the King of England the particulars of our friendship and union, and procure for me writings and encouragement, that my mind may be assured from that quarter, that no breach may ever happen between me and the English, and that every Governor, Counsellor, and Chief of the English that are here, or may hereafter come, may be well disposed and attached to me.

ARTICLE 2.

Since all the English gentlemen, assured of my friendly disposition to the Company, confirm me in the Nizamut, I request that to whatever I may at any time write, they will give their credit and assent, nor regard the stories of designing men to my prejudice, that all my affairs may go on with success and no occasion may arise for jealousy or ill-will between us.

ARTICLE 3.

Let no protection be given by any of the English gentlemen to any of my dependents, who may fly for shelter to Calcutta or other of your districts, but let them be delivered up to me on demand. I shall strictly enjoin all my Fouzdars and Aumils, on all accounts to afford assistance and countenance to such of the Gomastahs of the Company as attend to the lawful trade of their factories; and if any of the said Gomastahs shall act otherwise, let them be checked in such a manner as may be an example to others.

ARTICLE 4.

From the neighbourhood of Calcutta to Hooghly, and many of their Pergunnahs bordering upon each other, it happens that, on complaints being made, people go against the talookdars, ryots, and tenants of my town, to the prejudice of the business of the Circar; wherefore let strict orders be given that no peons be sent from Calcutta, on the complaints of any one upon my talookdars or tenants; but on such occasions let application be made to me, or to the Naibs of the Fouzdarry of Hooghly that the country may be subject to no loss or devastations; and if any of the traders, which belonged to the Bucksbunder and Azimgunge, and have settled in Calcutta, should be desirous of returning to Hooghly, and carrying on their business there as formerly, let no one molest them. Chandernagore and the French factory were presented to me by Colonel Clive, and given by me in charge to Ameer Beg Khan; for this reason let strict orders be given that no English gentleman exercise any authority therein, but that it remain, as formerly, under the jurisdiction of my people.

ARTICLE 5.

Whenever I may demand any forces from the Governor and Council for my assistance, let them be immediately sent to me, and no demand made on me for their expenses.

The demands of Nabob Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, written in five Articles, we, the President and Council of the English Company, do agree and set our hands to, in Fort William, the 10th of July 1763.

(Signed) HENRY VANSITTART.
„ WILLIAM BILLERS.
„ JOHN CARTIER.
„ WARREN HASTINGS.
„ RANDOLPH MARRIOTT.
„ HUGH WATTS.

No. LXVIII.

NABOB MEER MAHOMED JAFFIER ALLY KHAN'S Note for Five Lakhs of Rupees per month for the expenses of the Army,—1764.

ACCOUNT of money settled for the expenses of the Europeans and Sepoys, the Artillery, and raising of the Cavalry, which shall be paid a month

sooner or later, according to the particulars undermentioned, from the beginning of the month Sophar (31st of July 1764) of the 5th year of the reign, till the removal of the troubles with the Vizier, *viz.*—

In the Province of Bengal, at Moorshedabad...	Rs.	3,00,000
In the Province of Behar, at Patna	,,	2,00,000
Total ...	Rs.	5,00,000

Written the 19th of Rubbi-ul-Awul, the 5th year of the Jaloos, 16th September 1764.

N.B.—I will include in the aforesaid sum whatever balance may be due from me on account of my former agreement with the Company.

No. LXIX.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY, and the NABOB NUDJUM UL DOWLA,—1765.

On the part of the Company.

WE, the Governor and Council, do engage to secure to the Nabob Nudjum-ul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa; and to support him therein with the Company's forces against all his enemies. We will also at all times keep up such force as may be necessary effectually to assist and support him in the defence of the Provinces; and as our troops will be more to be depended on than any the Nabob can have, and less expensive to him, he need therefore entertain none but such as are requisite for the support of the Civil Officers of his government, and the business of his collections through the different districts.

We do further promise that in consideration the Nabob shall continue to assist in defraying the extraordinary expenses of the war now carrying on against Sujah-ul-Dowla, with five lakhs of rupees per month, which was agreed to by his father; whatever sums may be hereafter received of the King, on account of our assistance afforded him in the war, shall be repaid to the Nabob.

On the part of the Nabob.

In consideration of the assistance the Governor and Council have agreed to afford, in securing to me the succession in the Soubahdarry of Bengal, Behar, and Orissa, heretofore held by my father, the late Nabob Meer Jaffier

Ally Khan, and supporting me in it against all my enemies, I do agree and bind myself to the faithful performance of the following Articles:—

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of their Governor and Council as his own, and granting perwannahs for the currency of the Company's trade, the same Treaty, as far as is consistent with the Articles hereafter agreed to, I do hereby ratify and confirm.

ARTICLE 2.

Considering the weighty charge of government, and how essential it is for myself, for the welfare of the country, and for the Company's business, that I should have a person who has had experience therein to advise and assist me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the station of Naib Soubah, who shall accordingly have immediately under me the chief management of all affairs: And as Mahomed Reza Khan, the Naib of Dacca, has in every respect my approbation and that of the Governor and Council, I do further agree that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen; and in case any alteration in this appointment should hereafter appear advisable, that Mahomed Reza Khan, provided he has acquitted himself with fidelity in his administration, shall in such case be reinstated in the Naibship of Dacca with the same authority as heretofore.

ARTICLE 3.

The business of the collection of the revenues shall, under the Naib Soubah, be divided into two or more branches as may appear proper; and as I have the fullest dependence and confidence on the attachment of the English and their regard to my interest and dignity, and am desirous of giving them every testimony hereof, I do further consent that the appointment and dismission of the Muttaseddees of those branches, and the allotment of their several districts, shall be with the approbation of the Governor and Council; and, considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the servants about them, and how liable to be deceived, it is my further will that the Governor and Council shall be at liberty to object and point out to me when improper people are entrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations, that my affairs may be conducted with honor, my people everywhere be happy, and their grievances be redressed.

ARTICLE 4.

I do confirm to the Company, as a fixed resource, for defraying the ordinary expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, in as full a manner as heretofore ceded by my father. The

sum of five lakhs of Sicca Rupees per month for their maintenance was further agreed to be paid by my father; I agree to pay the same out of my treasury, while the exigency for keeping up so large an army continues. When the Company's occasions will admit of a diminution of the expenses they are put to on account of those troops, the Governor and Council will then relieve me from such a proportion of this assignment, as the increased expenses incurred by keeping up the whole force necessary for the defence of the Provinces will admit of: And as I esteem the Company's troops entirely equal thereto and as my own, I will only maintain such as are immediately necessary for the dignity of my person and government, and the business of my collections throughout the Provinces.

ARTICLE 5.

I do ratify and confirm to the English the privilege granted to them by their Firmaund and several Husbulhookums of carrying on their trade by means of their own dustuck, free from all duties, taxes or impositions, in all parts of the country, excepting in the article of salt, on which a duty of 2½ per cent. is to be levied on the rowana or Hooghly market price.

ARTICLE 6.

I give to the Company the liberty of purchasing half the saltpetre produced in the country of Purnea, which their Gomastahs shall send to Calcutta; the other half shall be collected by my Fouzdar for the use of my offices; and I will suffer no other persons to make purchases of this article in that country.

ARTICLE 7.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1171, my Fouzdar and a Gomastah on the part of the Company shall jointly provide chunam, of which each shall defray half the expense, and half the chunam so made shall be given to the Company.

ARTICLE 8.

Although I should occasionally remove to other places in the Provinces, I agree that the books of the Circar shall be always kept and the business conducted at Moorshedabad, and that shall, as heretofore, be the seat of my government: And wherever I am, I consent that an English gentleman shall reside with me to transact all affairs between me and the Company, and that a person of high rank shall also reside on my part at Calcutta to negotiate with the Governor and Council.

ARTICLE 9.

I will cause the Rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad without any deduction of batta; and whosoever shall demand batta shall be punished: The annual loss on coinage, by the fall of batta on the issuing of the new siccas, is a very heavy

grievance to the country; and after mature consideration, I will, in concert with the Governor and Council, pursue whatever may appear the best method for remedying it.

ARTICLE 10.

I will allow no Europeans whatever to be entertained in my service, and if there already be any, they shall be immediately dismissed.

ARTICLE 11.

The kistbundee for payment of the restitution to the sufferers in the late troubles as executed by my father, I will see faithfully paid. No delays shall be made in this business.

ARTICLE 12.

I confirm and will abide by the Treaty which my father formerly made with the Dutch.

ARTICLE 13.

If the French come into the country I will not allow them to erect any fortifications, maintain forces or hold lands, zemindarries, &c., but they shall pay tribute, and carry on their trade as in former times.

ARTICLE 14.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Gomastahs and my officers, in the different parts of the country.

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof; and the Nabob before-named hath set his hand and seal to another part.

(A true copy.)

(Signed) W. MAJENDIE,

Secretary.

MEM.—This Treaty was executed by the President and Council of Fort William on the 20th of February 1765, and by the Nabob on the 25th of the same month.

No. LXX.

1. FIRMAUND from the KING SHAH AALUM, granting the DEWANNY of BENGAL, BEHAR, and ORISSA to the COMPANY, —1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that whereas, in consideration of the attachment and

services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them the Dewanny of the Provinces of Bengal, Behar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person, and with an exemption from the payment of the customs of the Dewanny, which used to be paid to the Court. It is requisite that the said Company engage to be security for the sum of twenty-six lakhs of rupees a year for our royal revenue, which sum has been appointed from the Nabob Nudjum-ul-Dowla Behauder, and regularly remit the same to the royal Circar; and in this case, as the said Company are obliged to keep up a large Army for the protection of the Provinces of Bengal, &c., we have granted to them whatsoever may remain out of the revenues of the said Provinces, after remitting the sum of twenty-six lakhs of rupees to the royal Circar, and providing for the expenses of the Nizamut. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be assured from dismission or removal, they must, on no account whatsoever, give them any interruption and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and royal demands. Knowing our orders on the subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, or faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them the Dewanny of the Provinces of Bengal, Behar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as free gift and ultumgau, without the association of any other person, and with an exemption from the customs of the Dewanny, which used to be paid to the Court, on condition of their being security for the sum of twenty-six lakhs of rupees a year for our royal revenue, which sum has been appointed from the Nabob Nudjum-ul-Dowla Behauder; and after remitting the royal revenue and providing for the expenses of the Nizamut, whatsoever may remain we have granted to the said Company—

The Dewanny of the Province of Bengal.
The Dewanny of the Province of Behar.
The Dewanny of the Province of Orissa.

(*a*) FIRMAUND from the KING SHAH AALUM for the DEWANNY of the PROVINCE of BENGAL,—1765.

At this happy time our royal Firmaund, indispensably requiring obedience is issued; that, in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them as a free gift and ultumgau, agreeably to the Zimmun, from the beginning of Rubby Tuccacooy-ul of the Bengal year 1172, the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign Manual, we have granted the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, as a free gift and ultumgau, to the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, without the association of any other person from the beginning of the Rubby Tuccacooy-ul of the Bengal year 1172.

Fort William, 30th September 1765.

(A true copy.)

(Sd.) ALEXANDER CAMPBELL, *S.S.C.*

(*b*) SIMILAR SEPARATE FIRMAUNDS were granted for BEHAR and ORISSA.

2. FIRMAUND from the KING SHAH AALUM, confirming the GRANTS of BURDWAN and the rest of the Company's possessions in BENGAL to them—1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that the Chucklas of Burdwan, Midnapore, and Chittagong, and also the Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company), which were granted to the said Company in the time of Meer Mahomed Kossim, and Meer Mahomed Jaffier Khan, deceased; we, in consideration of the attachment of the said Company, have been graciously pleased to confirm to them, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said Districts and Pergunnahs in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must on no account whatsoever give them any interruption, and they must regard them as excused and exempted from the payment of all manner of customs and demands. Knowing our orders on this subject to be most strict and positive, let them not deviate herefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that the Chucklas of Burdwan, Midnapore, and Chittagong, and also Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company), which were granted to the said Company in the time of Meer Mahomed Kossim, and Meer Mahomed Jaffier Khan, deceased, be confirmed to the said Company, as a free gift and ultumgau, without the association of any other person.—

Chuckla of Burdwan.
Chuckla of Midnapore.
Chuckla of Chittagong.

The Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company).

Fort William, 30th September 1765.

(A true copy.)

(Sd.) ALEXANDER CAMPBELL, *S.S.C.*

3. ARTICLES of AGREEMENT between the KING SHAH AALUM and the COMPANY.

The Nabob Nudjum-ul-Dowla agrees to pay His Majesty out of the revenues of Bengal, Behar, and Orissa, the sum of twenty-six lakhs of Rupees a year, without any deduction for batta on bills of exchange, by regular monthly payments, amounting to Rupees 2,16,666-10-9 per month; the first payment to commence from the 1st of September of the present year; and the English Company, in consideration of His Majesty's having been graciously pleased to grant them the Dewanny of Bengal, &c, do engage themselves to be security for the regular payment of the same. It shall be paid month by month from the factory at Patna to Rajah Shitabroy, or whomsoever His Majesty may think proper to nominate, that it may be forwarded by him to the Court. But in case the territories of the aforesaid Nabob should be invaded by any foreign enemy, a deduction is then to be made out of the stipulated revenues, proportionable to the damage that may be sustained.

In consideration of Nudjuf Khan's having joined the English forces, and acted in His Majesty's service in the late war, His Majesty will be graciously pleased to allow him the sum of two lakhs of Rupees a year to be paid by equal monthly payments: the first payment to commence from the 1st of September of the present year; and, in default thereof, the English Company, who are guarantees for the same, will make it good out of the revenues allotted to His Majesty from the territories of Bengal. If the territories of Bengal should at any time be invaded, and on that account a deduction be made out of the royal revenue, in such case a proportionable deduction shall also be made out of Nudjuf Khan's allowance.

Dated the 19th of August 1765.

Fort William, 30th September 1765.

(A true copy.)

(Sd.) ALEXANDER CAMPBELL, *S.S.C.*

4. AGREEMENT between the NABOB NUDJUM-UL-DOWLAH and the COMPANY.

The King having been graciously pleased to grant to the English Company the Dewanny of Bengal, Behar, and Orissa, with the revenues thereof as a free gift for ever, on certain conditions, whereof one is that there shall be a sufficient allowance out of the said revenues for supporting the expenses of the Nizamut: be it known to all whom it may concern, that I do agree to accept of the annual sum of Sicca Rupees 53,86,131-9, as an adequate allowance for the support of the Nizamut, which is to be regularly paid as follows, *viz.*, the sum of Rupees 17,78,854-1, for all my household expenses, servants, &c., and the remaining sum of Rupees 36,07,277-8 for the maintenance of such horse, sepoys, peons, bercundauzes, &c., as may be thought necessary for my suwarry and the support of my dignity only, should such an

expense hereafter be found necessary to be kept up, but on no account ever to exceed that amount: and having a perfect reliance on ul Miaeen Dowla, I desire he may have the disbursing of the above sum of Rupees 36,07,277-8 for the purposes before-mentioned. This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

FORT WILLIAM;
30th September 1765.

(A true copy.)
(Signed) ALEXANDER CAMPBELL, *S.S.C.*

NO. LXXI.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SYÈF-UL-DOWLA,—1766.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Syef-ul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of the Governor and Council as his own, and that entered into with my brother, Nawab "Nudjum-ul-Dowla," the same Treaties, as far as is consistent with the true spirit, intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar and Orissa, as a free gift for ever; and I, having an entire confidence in them, and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them, derogating from my honor, dignity, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry, and promoting my honor and interest, and that of the Company

in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their discretion and good management, in consideration of their paying the King Shah Aalum by monthly payments, as by Treaty agreed on, the sum of Rupees 2,16,666-10-9 ; and to me, Syef ul-Dowla, the annual stipend of Rupees 41,86,131-9, *viz.*, the sum of Rupees 17,78,854-1 for my house-servants and other expenses indispensably necessary ; and the remaining sum of Rupees 24,07,277-8 for the support of such sepoys, peons, and bercundauzes as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

ARTICLE 3.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram and Juggat Seat, shall continue in the same post and with the same authority ; and having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees 24,07,277-8 for the purposes above mentioned.

This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

Dated this 19th day of May, in the year of our Lord 1766.

(Signed) W. B. SUMNER.
„ H. VERELST.
„ RANDOLPH MARRIOTT.
„ H. WATTS.
„ CLAUD RUSSELL.
„ W. ALDERSEY.
„ THOMAS KELSALL.
„ CHARLES FLOYER.

No. LXXII.

Treaty with Mobarek-ul-Dowla,—1770.

Signed E. Baber, *Secretary.*

Articles of a Treaty and Agreement between the Governor and Council of Fort William, on the part of the English East India Company and the Nabob Mobarek-ul-Dowla, dated 21st March 1770.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Mobarek-ul-Dowla the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

Article 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company, and of the Governor and Council as his own, and that entered into with my brothers, the Nabobs Nudjum-ul-Dowla and Syef-ul-Dowla, the same Treaties, as far as is consistent with the true spirit intent, and meaning thereof, I do hereby ratify and confirm.

Article 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar, and Orissa as a free gift for ever; and I, having an entire confidence in them and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them derogating from my honor, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry and promoting my honor and interest and that of the Company, in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their direction and good management, in consideration of their paying the King Shah Aalum, by monthly payments, as by Treaty agreed on, the sum of Rupees two lakhs sixteen thousand six hundred and sixty-six, ten annas, and nine pies—Rupees 2,16,666-10-9; and to me, Mobarek-ul-Dowla, the annual stipend of Rupees thirty-one lakhs eighty-one thousand nine hundred and ninety-one, nine annas—Rupees 31,81,991-9; *viz.*, the sum of Rupees fifteen lakhs eighty-one thousand nine hundred and ninety-one, nine annas—Rupees 15,81,991-9, for my house, servants, and other expenses, indispensably necessary; and the remaining sum of Rupees sixteen lakhs, Rupees 16,00,000, for the support of such sepoys, peons, and bercundauzes, as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

ARTICLE 3.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram, and Juggat Seat, shall continue in the same post, and with the same authority; and, having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees sixteen lakhs for the purposes above mentioned.

This Agreement (by the blessing of God) shall be inviolably observed for ever.

Dated this 21st day of March, in the year of our Lord 1770.

(Signed)	JOHN CARTIER.	(Signed)	JOHN REED.
,,	RICHARD BECHER.	,,	FRANCIS HARE.
,,	WILLIAM ALDERSEY.	,,	JOSEPH JEKYLL.
,,	CLAUD RUSSELL.	,,	THOMAS LANE.
,,	CHARLES FLOYER.	,,	RICHARD BARWELL.

(A true copy.)

(Signed) W. WYNNE, *Secretary.*

No. LXXIII.

DEED restoring CHINSURAH to the DUTCH,—1817.

Whereas by the provisions of the Convention concluded on the 18th of August 1814 between Great Britain and the Netherlands, it is stipulated and declared that His Britannic Majesty shall restore to the King of the Netherlands the colonies, factories, and establishments which were possessed by Holland in the seas and on the Continent of India, on the 1st of January 1803 with some exceptions; Be it known that I, Gordon Forbes, constituted by the Hon'ble the Vice-President in Council, Commissary on the part of the British Government, to carry to effect the restitution of Chinsurah conformably to

En conséquence des arrangemens conclus dans la convention du 13 Août 1814 entre la Grande Bretagne et les Pays Bas, il est stipulé et declaré que Sa Majesté Brittannique, rendera à Roi des Pays Bas, les Colonies, Factories et Etablissements, que la Holland a possédée auparavant, dans les mers et sur le Continent des Indes le premier Janvier de l'année 1803 sauf quelques exceptions, qu'il soit donc connu que moi Gordon Forbes constitué par l'Honorable le Vice Président en son Conseil nommé Commissaire par le Gouvernement Brittannique pour effectuer la restitution de Chinsurah, en vertu des accords continus dans les 1, 3, and 4 Articles de la dite

the provisions contained in the 1st, 3rd and 4th Articles of the said Convention concluded between His Britannic Majesty and the King of the Netherlands on the 13th of August 1814 accordingly restore to J. A. Van Braam, Esq., Commissioner on the part of the Netherlands Government, to take possession of the former possessions of His Majesty the King of the Netherlands on the Continent of India, the Town of Chinsurah, and do hereby declare to have accordingly restored and delivered up the said Town of Chinsurah according to the limits thereof at the beginning of the last war, *viz.*, on 1st January 1803, and J. A. Van Braam, in my aforesaid capacity in the name and on behalf of His Majesty the King of the Netherlands, Prince of Orange Nassau, Great Duke of Luxemburg, etc., etc., etc., acknowledge to have received from the said Gordon Forbes, Esq., on behalf of the British Government, the said Town of Chinsurah as restored to the King of the Netherlands by the said Convention.

In witness whereof, I, the said Gordon Forbes, for and on behalf of the British Government, and I, the said J. A. Van Braam, for and on behalf of the Netherlands Government, have hereunto subscribed our names, and fixed our seals on the fifteenth of September, eighteen hundred and seventeen.

The British Commissioner.

Seal. (Sd.) GORDON FORBES, *Commissioner.*

Seal. (Sd.) J. A. VAN BRAAM, *Le Commissaire, Neerlandois.*

Convention conclue entre Sa Majesté Brittannique, et le Roi des Pays Bas le 13 Août 1814 restitue en conséquence à Monsieur J. A. Van Braam, Commissaire de la part du Gouvernement Neerlandois pour prendre possession des Etablissements, ci-devant appartenants à Sa Majesté le Roi des Pays Bas, sur le Continent des Indes la ville de Chinsurah, selon que ses limites étoient au commencement de la dernière Guerre le premier Janvier 1803, et J. A. Van Braam, dans sa qualité ci-dessus mentionnée, au nom et en faveur de Sa Majesté le Roi des Pays Bas, Prince d'Orange Nassau reconnoit avoir reçu du dit Monsieur Gordon Forbes, de la part du Gouvernement Brittannique la ville de Chinsurah comme restituée au Roi des Pays Bas sur la dite Convention.

En foi de quoi moi Gordon Forbes, au nom et de la part du Gouvernement Brittannique et moi J. A. Van Braam au nom et de la part du Gouvernement Neerlandois, avons ci-dessus signé nos noms and fixé nos cachets respectifs, au Fort Gustave dans la ville de Chinsurah, le quinze Septembre mille huit cent dix-sept.

Le Commissaire Neerlandois.

Seal. (Signé) J. A. VAN BRAAM.

Seal. (Sd.) GORDON FORBES, *Commissioner.*

No. LXXIV.

AGREEMENT regarding BARNAGORE,—1817.

We, the undersigned British and Netherlands Commissioners, appointed by our respective Governments to adjust the amount of the annual sum which is to be paid by the British Government in consideration of the cession of the district of Barnagore conformably to the provisions contained in the second additional article of the convention concluded between His Britannic Majesty and the King of the Netherlands on the 13th of August 1814, taking for a liberal basis of adjustment the average annual revenue yielded during a period of twelve years under the Dutch Government according to the accounts kept and recorded in the Accountant's Office at Chinsurah and according to other sources of information; deducting therefrom the annual amount of ground rent paid by the Dutch East India Company, and also the expenses incurred for the necessary Police establishments at Barnagore, do consider that the payment of the sum of six thousand and five hundred rupees annually by half-yearly payments to the King of the Netherlands would be a just and reasonable compensation for the cession of the above-mentioned district of Barnagore conformably to the provision of the 2nd additional article of the convention, and do accordingly hereby agree to submit this our deliberate opinion for the approbation and sanction of the respective authorities under which we act.

Nous soussignés Commissaires Brittannique et Neerlandais, appointés par nos Gouvernement respectifs pour fixer le montant de la somme annuelle que le Gouvernement Britannique payera en considération de la cession du district de Bernagore en conséquence des accords contenus dans le second additionel article de la convention conclue entre Sa Majesté Brittannique et le Roi des Pays Bas le 13 de mois d'Avril 1814, prenant pour base liberal d'un arrangement l'average d'un revenu annuel perçu durant une periode de douze années sous le Gouvernement Neerlandais, selon les comptes tenus et notés dans le bureau de commerce à Chinsurah, et selon d'autres resources d'information; en deducant le montant annuel des rentes territoriales payés par la compagnie orientale Neerlandais avec les dépenses payées pour l'établissement de police necessaire à Bernagore, considerons, que le payment annuel de six mille cinq cent Sa. roupies, à être payée par demi année à Sa Majesté le Roi des Pays Bas, servit une juste et raisonnable compensation pour la cession du sous mentionné district de Bernagore, selon le continu du second additionel article de la convention, et en conséquence consentons à soumettre notre opinion mûrement pesée, à l'approbation et sanction des autorités respectives, sous lesquels nous agissons.

In witness whereof we hereunto affix our seals and signatures.

Chinsurah the 20th September 1817.

Seal. (Sd.) GORDON FORBES, *Commissioner.*

Seal. (Sd.) J. A. VAN BRAAM, *Le Commre., Neerlandois.*

En foi de quoi nous apposons ci-dessus nos cachets et signatures.

Chinsurah le 20 Septembre 1817.

Seal. (Signé) J. A. VAN BRAAM, *Le Commre., Neerlandois.*

Seal. (Sd.) GORDON FORBES, *Commissioner.*

No. LXXV.

TREATY between GREAT BRITAIN and the NETHERLANDS respecting Territory and Commerce in the East Indies. Signed at London, March 17, 1824.

In the name of the Most Holy and Undivided Trinity.

His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the King of the Netherlands, desiring to place upon a footing, mutually beneficial, their respective possessions and the commerce of their subjects in the East Indies, so that the welfare and prosperity of both nations may be promoted, in all time to come, without those differences and jealousies which have, in former times, interrupted the harmony which ought always to subsist between them; and being anxious that all occasions of misunderstanding between their respective agents may be, as much as possible, prevented; and in order to determine certain questions which have occurred in the execution of the Convention made at London, on

In den naam der allerheiligste en onverdeelbare Drieenigheid.

Zyne Majesteit de Koning van het Vereenigde Koningryk van Groot Britanje en Ireland, en Zyne Majesteit de Koning Der Nederlanden, verlangende hunne respectieve bezittingen en den handel hunner onderdanen in Oost Indië op eenen wederkeering voordeeligen voet te brengen, zoo dat de welvaart en voorspoed der beide natien voortaan ten allen tyde bevorderd kunnen worden zonder die oneenigheden en nayver welke, in vroger dagen, de goede verstandhouding gestoord hebben die steeds tusschen dezelve behoort te bestaan, en willende, zoo veel mogelyk, alle aanleiding tot misverstand tusschen hunne respectieve agenten vóórkomen, als mede, ten einde zekere punten van verschil te regelen welke zich hebben opgedaan by het ter uitvœr leggen van de Con-

the 13th of August 1814, in so far as it respects the possessions of His Netherland Majesty in the East, have nominated their Plenipotentiaries, that is to say :

ventie den 13de Augustus, 1814, te Londn gesloten, voor zoo ver dezelve betrekking heeft tot de bezittingen van Z^{y}ne Majesteit den Koning Der Nederlanden in Oost Indië hebben tot Gevolmagtigden benoemd, to weten :

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honorable George Canning, a Member of His said Majesty's Most Honorable Privy Council, a Member of Parliament, and His said Majesty's Principal Secretary of State for Foreign Affairs ;—And the Right Honorable Charles Watkin Williams Wynn, a Member of His said Majesty's Most Honorable Privy Council, a Member of Parliament, etc., and President of His said Majesty's Board of Commissioners for the Affairs of India :

Z^{y}ne Majesteit de Koning van Groot Britanje, den Heer George Canning, Lid van Z^{y}ner Majesteits Geheimen Raad, en van het Parlement, mitsgaders Hoogst deszelfs eersten Secretaris van Staat voor de Buitenlandsche Zaken ; en den Heer Charles Watkin Williams Wynn, Lid van Z^{y}ner Majesteits Geheimen Raad, en van het Parlement, mitsgaders President van het Kollegie van Kommissarissen voor de Indische Zaken, &c.

And His Majesty the King of the Netherlands, Baron Henry Fagel, etc., Councillor of State, and Ambassador Extraordinary and Plenipotentiary of His said Majesty to His Majesty the King of Great Britain; and Anton Reinhard Falck, etc., His said Majesty's Minister of the Department of Public Instruction, National Industry, and Colonies :

En Z^{y}ne Majesteit de Koning der Nederlanden, den Baron Hendrik Fagel mitsgaders Hoogst deszelfs Extraordinaris Ambassadeur en Plenipotentiaris aan het Hof van London ; —En den Heer Anton Reinhard Falck, en Minister voor het Publieke onderw^{y}s, de Nationale N^{y}verheid, en de Kolonien :

Who, after having mutually communicated their full powers, found in good and due form, have agreed on the following Articles :

De welke, na wederz^{y}dsche mededeeling van hunne volmagten, die in goeden en behoorl^{y}ken vorm bevonden z^{y}n, de volgende Artikelen hebben vastgesteld.

Art. 1. The High Contracting Parties engage to admit the subjects of each other to trade with their respective possessions in the Eastern Archipelago, and on the continent of India and in Ceylon, upon the

Art. 1. De Hooge Contracterende Part^{y}en verbinden zich om in hunne respectieve bezittingen in den Oosterschen Archipel, en op het vaste land van Indië, en op Ceylon, elkanders onderdanen ten handel toetelaten op

footing of the most favoured nation; their respective subjects conforming themselves to the local regulations of each settlement.

2. The subjects and vessels of one nation shall not pay, upon importation or exportation, at the ports of the other in the Eastern Seas, any duty at a rate beyond the double of that at which the subjects and vessels of the nation to which the port belongs, are charged.

The duties paid on exports or imports at a British port, on the continent of India, or in Ceylon, on Dutch bottoms, shall be arranged so as, in no case, to be charged at more than double the amount of the duties paid by British subjects, and on British bottoms.

In regard to any article upon which no duty is imposed, when imported or exported by the subjects, or on the vessels, of the nation to which the port belongs, the duty charged upon the subjects or vessels of the other, shall, in no case, exceed 6 per cent.

3. The High Contracting Parties engage, that no Treaty hereafter made by either, with any native power in the Eastern Seas, shall contain any article tending, either expressly, or by the imposition of unequal duties, to exclude the trade of the other party from the ports of such native power: and that if, in and Treaty now existing on either part, any Article to that effect has been admitted, such Article shall be abrogated upon the conclusion of the present Treaty.

den voet der meest begunstigde natie; wel verstaande dat de wederzydsche onderdanen zich zullen gedragen overeenkomstig de plaatzelyke verordeningen vaan elke bezitting.

2. De onderdanen en schepen van de eene natie zullen, by den in-en uitvoer in en van de havens der andere in de Oostersche zeëen, geene regten betalen hooger dan ten bedrage van het dubbelde van die, waarmede de onderdanen en schepen der natie aan welke de haven toebehoort, belast zyn.

De regten voor den in-of uitvoer met Nederlandsche bodems, in eene Britsche haven, op het vaste land van Indië, of op Ceylon, betaald wordende zullen in dezer voege worden gewyzigd, dat deswege, in geen geval, meer berekend worde dan het dubbelde der regten door Britische onderdanen, en voor Britische bodems, te betalen.

Met betrekking tot die artikelen op welke, geen regt gesteld is, wanneer zy worden in-of uitgevoerd door de onderdanen of in de schepen der natie aan welke de haven toebehoort zullen de regten aan de onderdanen der andere opteleggen, in geen geval, meer bedragen dan 6 ten honderd.

3. De Hooge Contracterende Partyen beloven dat geen Tractaat, voortaan door een derzelve met eenigen Staat in de Oostersche zeëen te maken, eenig Artikel behelsen zal, strekkende, het zy door oplegging, van ongelyke regten, om den koophandel der andere Party van de havens van zoodanigen inlaudschen Staat uittesluiten, en dat, by aldien in eene der thans aan wêerskanten bestaande overeenkomsten, eenig Artikel met die bedoeling is opgenomen, geworden, zoodanig Artikel, by het sluiten des tegenwoordigen traçtaats, buiten effect gesteld worden zal.

It is understood that, before the conclusion of the present Treaty, communication has been made by each of the Contracting Parties to the other, of all Treaties or Engagements subsisting between each of them, respectively, and any native power in the Eastern Seas; and that the like communication shall be made of all such Treaties concluded by them respectively hereafter.

4. Their Britannic and Netherland Majesties engage to give strict orders, as well to their Civil and Military Authorities, as to their ships of war, to respect the freedom of trade, established by Articles 1, 2, and 3; and, in no case, to impede a free communication of the natives in the Eastern Archipelago, with the ports of the two Governments, respectively, or of the subjects of the two Governments with the ports belonging to native powers.

5. Their Britannic and Netherland Majesties, in like manner, engage to concur effectually in repressing piracy in those seas: they will not grant either asylum or protection to vessels engaged in piracy, and they will, in no case, permit the ships or merchandise captured by such vessels, to be introduced, deposited, or sold, in any of their possessions.

6. It is agreed that orders shall be given by the two Governments to their officers and agents in the East, not to form any new settlement on any of the islands in the Eastern seas, without previous authority from their respective Governments in Europe.

7. The Molucca islands, and especially Amboyna, Banda, Ternate,

Over en weder is verstaan dat, vóór het sluiten van dit Tractaat, door elke der Contracterende Partyën aan de andere mededeeling is gedaan van alle tractaten of verbindtenissen tusschen dezelve respectievelyk en eenige Inlandsche Regering in de Oostersche zeëen bestaande, en dat gelyke mededeeling geschieden zal van al zoodanige verbindtenissen, in het vervolg, door dezelve respectievelyk aantegaan.

4. Hunne Groot Britannische en Nederlandsche Majesteiten beloven stellige bevelen te geven, zoo well aan hunne burgerlyke en militaire bëambten, als ann hunne oorlogschepen, om de vryheid van handel, by Art. 1. 2. en 3 vastgesteld, te eerbiedigen en, in geen geval, hinder toetebrengen aan de gemeenschap der inboorlingen van den Oostersche Archipel met de havens der twee Gouvernementen respectievelyk noch aan die der wederzydsche onderdanen met de havens toebehorende ann Inlandsche Regeringen.

5. Hunne Groot Britannische en Nederlandsche Majesteiten verbinden zich, in gelyker voege, om krachtdadig bytedragen tot het beteugelen der zeerovery in die zeëen. Zy zullen geene schuilplaats of bescherming verleenen ann vaartuigen met welken zeeroof bedreven wordt, en zullen in geen geval, veroorloven dat schepen of goederen, door zulke vaartuigen buit gemaakt, in eenige van hunne bezittingen ingevoerd, bewaard, of verkocht worden.

6. Er is overeengekomen dat door beide Gouvernementen aan hunne officieren en agenten in Oost Indië bevel zal worden gegeven om geen nieuw kantoor op een der Oosterche Eilanden opterigten, zonder voorafgaande magtiging van hunne respectieve Gouvernementen in Europa.

7. Van de toepassing der Artikelen 1, 2, 3 en 4, worden de

and their immediate dependencies, are excepted from the operation of the 1, 2, 3 and 4 Articles, until the Netherland Government shall think fit to abandon the monopoly of spices; but if the said Government shall, at any time previous to such abandonment of the monopoly, allow the subjects of any power other than a native Asiatic power, to carry on any commercial intercourse with the said islands, the subjects of His Britannic Majesty shall be admitted to such intercourse, upon a footing precisely similar.

8. His Netherland Majesty cedes to His Britannic Majesty all His establishments on the continent of India; and renounces all privileges and exemptions enjoyed or claimed in virtue of those establishments.

9. The factory of Fort Marlborough, and all the English possessions on the Island of Sumatra, are hereby ceded to His Netherland Majesty: and His Britannic Majesty further engages that no British settlement shall be formed on that island, nor any Treaty concluded by British authority, with any native Prince, Chief, or State therein.

10. The town and fort of Malacca, and its dependencies, are hereby ceded to His Britannic Majesty; and His Netherland Majesty engages for himself and his subjects, never to form any establishment on any part of the Peninsula of Malacca, or to conclude any Treaty with any native Prince, Chief, or State therein.

Molukse Eilanden, en speciaal Ambon, Banda, en Ternate, met derzelver onmiddelijke onderhoorigheden uitgezonderd, tot tijd en wijle het Nederlandsch Gouvernement raadzaam oordeelen zal van den alleenhandel in specerijen aftezien; maar zoo dit Gouvernement immer, vóór zoodanige afschaffing van den alleenhandel, aan de onderdan en van eenige mogendheid, anders dan een inlandschen Aziatischen Staat, veroorlooven mogt eenig handelsverkeer met die eilanden te onderhouden, zullen de onderdanen van Zijne Britsche Majesteit op een volstrekt gelijken voet tot zoodanig verkeer worden toegelaten.

8. Zijne Majesteit de Koning der Nederlanden staat aan Zijne Groot Britannische Majesteit af, alle zijne etablissementen op het vaste land van Indië, en ziet van alle voorregten en vrijstellingen af, welke, ter zake vijn deze etablissementen, genoten, of gereclameerd geworden zijn.

9. De factory van fort Marlborough, en al de bezittingen van Groot Britanje op het eiland Sumatra, worden by dezen afgestaan aan Zijne Majesteit den Koning der Nederlanden, en zijne Groot Britannische Majesteit beloofd, dat op dat eiland geen Britsch kantoor zal worden opgerigt noch eenig Tractaat onder Britsch gezag gesloten met eenigen der inlandsche vorsten, opperhoofden, of staten op hetzelve gevestigd.

10. De stad en vesting van Malakka met derzelver onderhoorigheden worden by dezen afgestaan aan Zijne Groot Britannische Majesteit en Zijne Majesteit, de Koning der Nederlanden belooft, voor zich en voor zijne onderdanen, mimmer of eenig gedeelte van het Schiereiland van Malakka een kantoor te zullen oprigten, of Tractaten te zullen sluiten met eenigen der inlandsche vorsten, of staten, op dat Schiereiland gevestigd.

11. His Britannic Majesty withdraws the objections which have been made to the occupation of the island of Billiton and its dependencies by the agents of the Netherland Government.

12. His Netherland Majesty withdraws the objections which have been made to the occupation of the island of Singapore, by the subjects of His Britannic Majesty.

His Britannic Majesty, however, engages, that no British establishment shall be made on the Carimon isles, or on the islands of Battam, Bintang, Lingin, or on any of the other islands south of the straits of Singapore, nor any Treaty concluded by British authority with the chiefs of those islands.

13. All the colonies, possessions, and establishments which are ceded by the preceding Articles, shall be delivered up to the officers of the respective Sovereigns on the 1st of March 1825. The fortifications shall remain in the state in which they shall be at the period of the notification of this Treaty in India; but no claim shall be made, on either side, for ordnance or stores of any description, either left or removed by the ceding Power, nor for any arrears of revenue, or any charge of administration whatever.

14. All the inhabitants of the territories hereby ceded shall enjoy for a period of 6 years from the date of the ratification of the present Treaty,* the liberty of disposing, as

11. Zÿne Groot Britannische Majesteit ziet af van alle vetoogen tegen het bezetten van het eiland Billiton en deszelfs onderhoorigheden door de agenten van Het Nederlandsch Gouvernement.

12. Zÿne Majesteit de Koning der Nederlanden ziet af van alle vertoogen tegen het bezetten van het eiland Sinkapoer door de onderdanen van Zÿne Groot Britannische Majesteit.

Daarentegen belooft Zÿne Groot Britannische Majesteit dat geen Britsch kantoor zal worden opgerigt op de Carimons Eilanden, of op de eilanden Battam, Bintang, Lingin, of op eenig der anderen eilanden liggende ten zuiden van straat Sinkapoer, en dat met derzelver opperhoofden geene Tractaten onder Britsch gezag gesloten zullen worden.

13. Al de Kolonien, bezittingen, en etablissementen die, bÿ de vorenstaande Artikelen worden afgestaan, zullen aan de officieren der respectieve Souvereinen overgegeven worden op den 1sten Maart, 1825. De vestingen zullen blÿven in den toestand in welke zÿ rich zullen bevinden ten t[i]de van het bekend worden des tegen woordigen Tractaats in Indië, doch geene vordering zal, noch aan de eene noch aan de andere zÿde, geschieden, ter zake, het zÿ van geschut of behoeften van eenigen aard, door de afstaande mogendheid of achtergelaten of medegenomen, het zÿ van achterstallige inkomsten, of van lasten van het bestuur, hoe ook genaamd.

14. Al de ingezetenen van de landen by dezen afgestaan, zullen, gedurende den tÿd van 6 jaren, te rekenen van de ratificatie van het togenwoordig Tractaat,* de vrÿheid hebben em, naar

* The Ratifications were exchanged in London, 8th June, 1824.

* Ratifications were exchanged in London, 8th June, 1824.

they please, of their property, and of transporting themselves, without let or hindrance, to any country to which they may wish to remove.

15. The High Contracting Parties agree that none of the territories or establishments mentioned in Articles 8, 9, 10, 11, and 12, shall be at any time transferred to any other Power. In case of any of the said possessions being abandoned by one of the present Contracting Parties, the right of occupation thereof shall immediately pass to the other.

16. It is agreed that all accounts and reclamations, arising out of the restoration of Java, and other possessions, to the officers of His Netherland Majesty in the East Indies,—as well those which were the subject of a Convention made at Java on the 24th of June 1817, between the Commissioners of the two nations, as all others shall be finally and completely closed and satisfied, on the payment of the sum of £100,000, to be made in London, on the part of The Netherlands before the expiration of the year 1825.

17. The present Treaty shall be ratified, and the ratifications exchanged at London, within 3 months from the date hereof, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and affixed thereunto the seals of their arms.

Done at London, the 17th day of March, in the year of our Lord, 1824.

(L.S.) GEORGE CANNING.
(L.S.) C. W. W. WYNN.
(L.S.) H. FAGEL.
(L.S.) A. R. FALCK.

welgevallen, over hun eigendom te beschikken, en rich, zonder hinder of belet, te begeven werwaarts zÿ zullen goedvinden.

15. De Hooge Contracterende Partÿen komen overeen, dat geen der landen of etablissementen by Artikelen 8, 9, 10, 11, en 12, vermeld, immer aan eenige andere mogendheid zal mogen overgedragen worden. In geval dat eenige dier bezittingen door eene der thans Contracterende Partÿen verlaten wordt, zullen hare regten tot dezelve ommiddelyk op de andere party overgaan.

16. Er is overeengekomen dat alle rekeningen of vorderingen voortgesproten uit de teruggave van Java en andere etablissementen aan de officieren van Zÿne Majesteit den Koning der Nederlanden in Oost Indië, zoo wel die welke het onderwerp hebben uitgemaakt eener Conventie op Java den 24sten Juni, 1817, tusschen de kommissarissen der beide natien gesloten, als alle andere hoe ook genaamd, finaal, en ten volle afgedaan zullen zÿn, behoudens de betaling eener som van £100,000 van den kant der Nederlanden, te bewerkstelligen in London vóór het einde van het Jaar 1825.

17. Het tegenwordige Tractaat zal worden geratificeerd, en de ratificatien zullen worden uitgewisseld te London binnen 3 maanden na dato dezes, of eerder indien mogelÿk.

Ten oorkonden dezes hebben de respectieve Plenipotentiarissen deze getekend en met het zegel hunner wapenen bekrachtigd.

Aldus gedaan te London den 17 Maart, in het jaar onzes heerren, 1824.

(L.S.) H. FAGEL.
(L.S.) A. R. FALCK.
(L.S.) GEORGE CANNING.
(L.S.) C. W. W. WYNN.

No. LXXVI.

DEED for the transfer of CHINSURAH,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Settlement of Chinsurah and the Territory appertaining thereto has been ceded to the British Government: Be it known that I, B. C. D. Bouman, constituted by His Excellency the Secretary of State Governor-General in Council at Batavia as Commissioner on the part of the Netherlands Government to cede the Settlement aforesaid, accordingly restore to W. H. Belli and D. C. Smyth, nominated by the Right Hon'ble the Governor-General in Council at Calcutta, Commissioners on the part of British Government, the possession of the Town and Territory of Chinsurah aforesaid of His Majesty the King of the Netherlands on the Continent of India and do hereby declare to have ceded and delivered up the same according to the limits thereof, and we W. H. Belli and D. C. Smyth in our aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said B. C. D. Bouman, Commissioner on behalf of the Netherlands Government, the said Town and Territory of Chinsurah.

In witness whereof I the said B. C. D. Bouman for and on behalf of the Netherlands Government and we the said W. H. Belli and D. C. Smyth for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Saturday, the

Nademaal ten gevolge van het tractaat gesloten te London op den 17den Maart 1824, tusschen zyne Majesteit de Koning der Nederlanden & Zyne Majesteit de Koning van het Vereenigde Koningryke van Groot Britange & Ireland de Nederlandsche bezittingen te Chinsurah aan de vaste kust van India zyn afgestaan aan het Britische Gouvernement, Zy het een iegelyk bekend dat ik B. C. D. Bouman tot de overgave van voorschreve bezittingen van wegen het Nederlandsche Gouvernement door Zyne Exellencie den Secretaris van Staat Gouverneur Generaal in Rade te Batavia als Kommissaris benoemd & gekwalificeerd, dezelve mits deze op de kragtigste wyze overgeve aan W. H. Belli and David Carmichael Smyth van wegen het Britische Gouvernement door Zyne Excellencie den Gouverneur Generaal in Rade te Calcutta als Kommissarissen tot de overnaam geconstitueerd, & erkenen wy W. H. Belli & D. C. Smyth in voorschreven onze kwaliteit voor &' van wegens & namens het Britische Gouvernement mits deze ontvangen te hebben van de Kommissaris B. C. D. Bouman voornoemd de voorschreve Nederlandsche bezittingen te Chinsurah aan de vaste wal van India.

Waarvan ten bewyze ik B. C. D. Bouman voor and van wegen het Nederlandsche Gouvernement, and wy W. H. Belli, & D. C. Smyth voor and van wegen het Britische Gouvernement wy onze namen & zegels respectivelyk hebben ter neder gesteld op Zaturdag den

seventh day of May, one thousand eight hundred and twenty-five.

Seal. (Sd.) W. H. BELLI, *Commissioner.*

Seal. (Sd.) D. C. SMYTH, *Commissioner.*

Seal. (Sd.) B. C. D. BOUMAN, *Nederlandsche Kommissaris.*

zevenden Mei des jaars een duizend agt honderd vyf & twintig.

Seal. *De Nederlandsche Kommissaris.* (Sd.) B C. D. BOUMAN.

Seal. (Sd.) W. H. BELLI, *Commissioner.*

Seal. (Sd.) D C. SMYTH, *Commissioner.*

No. LXXVII.

DEED for the transfer of the NETHERLANDS possessions at FULTAH,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Netherlands possessions at Fultah has been ceded to the British Government: Be it known that I, F. W. Van As constituted by the Hon'ble B. C. D. Bouman, Esquire, Commissioner on the part of the Netherlands Government to cede the Netherlands possessions aforesaid, accordingly restore to J. Master and T. Plowden nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioners on the part of the British Government, the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherands on the Continent of India, and do hereby declare to have ceded and

Nademaal ten gevolge van het tractaat gesloten te London op den 17den Maart 1824, tusschen zyne Majesteit de Koning der Nederlanden an zyne Majesteit de Koning van het Vereenigde Koningryke van Groot Britange en Ireland de Nederlandsche bezittingen te Fulta aan de vaste kust van Indie zyn afgestaan aan het Britsche Gouvernement, Zy het een eigelyk bekend dat ik F. W. Van As tot de overgeve van voorschrevene bezittingen van wegen het Nederlands Gouvernement te Chinsurah door den Wel Ed. Gestr. Heer. B. C. D. Bouman als Kommissaris benoemed en gequalificcerd dezelve mits deze op de Kragtigste wyze overgeve aan J. Master en T. Plowden van wegen het Britsche Gouvernement door zyne Excellencie den Gouverneur Generaal in Rade te Calcutta als Kommissarisseu tot de overnaam geconstituerd, en erkennen wy J. Master en T. Plowden in voorschreve onze qualitaten voor en van

delivered up the same according to the limits thereof, and we, J. Master and T. Plowden, in our aforesaid capacity in the name and on behalf of His Britannic Majesty, acknowledge to have received from said F. W. Van As Commissioner on behalf of the Netherlands Government, the said Netherlands possessions at Fultah.

In witness whereof I the said F. W. Van As for and on behalf of the Netherlands Government and we, the said J. Master and T. Plowden, for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Wednesday, the eighteenth May one thousand eight hundred and twenty-five.

Seal. (Sd.) J. MASTER, *Magt., 24-Pergunnahs.*

Seal. (Sd.) T. PLOWDEN, *Collr., 24-Pergunnahs.*

Seal. (Sd.) F. W. VAN AS, *Netherlands Commr.*

wegens in namens het Britische Gouvernement mits deze outvangen te hebben van de Kommissaris F. W. Van As voornoemd de Nederlandsche bezittingen te Fulta aan de vaste wal van Indie.

Waar van ter gewyze ik F. W. Van As voor en van wegen het Nerderlandscheu Gouvernement en wy J. Master en F. Plowden voor en van wegen het Britische Gouvernement onze namen en zegels respectivelyk hebben ter nedergesteld op heden Woensdag den agtiende Mey des Jaars een duyzend agt ronderd vyfxen twintig.

Seal. (Sd.) F. W. VAN AS, *Netherland Commr.*

Seal. (Sd.) JOHN MASTER, *Magt., 24-Pergunnahs.*

Seal. (Sd.) T. PLOWDEN, *Collr., 24-Pergunnahs.*

No. LXXVIII.

DEED for the transfer of the NETHERLANDS possessions at CALCAPORE,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands, at London on the 17th March 1824, the Netherlands possessions at Calcapore has been ceded to the Bri-

Nademaal ten gevolge van het Tractaat gesloten te London op den 17den Maart 1824, tusschen Zyne Majesteit de Koning der Nederlanden en Zyne Majesteit de Koning van het Vereenigde Koningryke van Groot Britange en Ireland de Nederlandsche bezittingen te Calcapoer aan de vaste

tish Government be it known that I, C. F. Fransz, constituted by the Honorable B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government to cede the Netherlands possession aforesaid, accordingly restore to F. Magniac and H. T. Travers nominated by the Right Honorable the Governor General in Council at Calcutta Commissioners on the part of the British Government the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the continent of India and do hereby declare to have ceded and delivered up the same according to the limits thereof, and we, F. Magniac and H. T. Travers, in our aforesaid capacity in the name and on behalf of His Britannic Majesty, acknowledge to have received from said C. F. Fransz, Commissioner on behalf of the Netherlands Government, the said Netherlands possessions at Calcapore.

In witness whereof I, the said C. F. Fransz, for and on behalf of the Netherlands Government, and we, the said F. Magniac and H. T. Travers, for and on behalf of the British Government, have hereunto respectively subscribed our names and fixed our Seals this day, Wednesday, the first of June one thousand eight hundred and twenty-five.

Seal. (Sd.) J. MAGNIAC, *Commissioner.*

Seal. („) H. T. TRAVERS, *Commissioner.*

Seal. („) C. F. FRANSZ, *De Nedl. Commissaris.*

kust van India zyn afgestaan aan het Britsche Gouvernement.—Zy het een iegelyk bekend dat ik C. F. Fransz tot de overgave van voorschreve bezettingen van wegen het Nederlandsche Gouvernement te Chinsurah door den Weledele Gostl. Heer B. C. D. Bouman als Kommissaris benoemd en gekwalificeerd dezelve mitsdeze af de kragtigste wyze overgeve aan F. Magniac en H. T. Travers van wegen het Britsche Gouvernement door Zyne Excellentie den Gouvernear Generaal en Rade to Calcutta als Kommissarissen tot de overnaam geconstitueerd and erkennen vz. F. Magniac en H. T. Travers in voorschreve onze Kwaliteiten voor & van wegens en namens het Britische Gouvernement mitsdeze ontvangen to hebben van de Kommissaris C. F. Fransz voornoemd de voorschreve Nederlandshe bezittingen te Calcapoer aan de vaste wal van India.

Waar van ten gewyze ik C. F. Fransz voor & van wegen het Nederlandsche Gouvernement & wy F. Magniac & H. T. Travers voor en van wegen het Britsche Gouvernement ouze namen en zegels respectively hebben ter neder gesteld up Woonsdag den erste juny des Jaars een duizend agt honderd & vyfen twintig.

Seal. (Sd.) C. F. FRANSZ, *De Nedl. Commissaris.*

Seal. (Sd.) J. MAGNIAC, *Commissioner.*

Seal. (Sd.) H. T. TRAVERS, *Commissioner.*

No. LXXIX.

Deed for the transfer of the Netherlands possessions at Balasore,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands, at London on the 17th of March 1824, the Netherlands possessions at Balasore has been ceded to the British Government.

Be it known that H. Botjer constituted by the Hon'ble B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government to cede the possessions aforesaid accordingly restores to C. R. Cartwright, Esq., nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioner on the part of the British Government, the possession of the Netherlands possession aforesaid, of His Majesty the King of the Netherlands on the Continent of India, and does hereby declare to have ceded and delivered up the same accordingly to the limits thereof, and I, C. R. Cartwright, in my aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said Botjer, Commissioner on behalf of the Netherlands Government the said Netherlands possessions at Balasore.

In witness whereof I, the said H. Botjer, for and on behalf of the Netherlands Government, and I, the said C. R. Cartwright, for and on behalf of the British Government,

Nademaal ten gevolge van het Tractaat gesloten te London, op den 17 den Maart 1824 tusschen Zyne Majesteit de Koning der Nederlanden, en Zyne Majesteit de Koning van het Vereenigde Koningryke van Groot Britange en Ireland, de Nederlandsche bezittingen te Balasoor aan de vaste kust van India, zyn afgestaan aan het Britische Government.—Zy het een iegelyk bekend, dat ik H. Botjir tot de overgave van voorschreven bezittingen van wegen het Nederlandsche Gouvernement te Chinsurah door den weledelen gestrenger Heer B. C. D. Bauman, als Commissaris benoemd en gequalificeerd dezelve mitsdeze op de kragtigste wyze overgeve aan C. R. Cartwright van wegen het Britische Gouvernement door zyne Excellentie den Governor-General in Raade te Calcutta als Kommissaris tot de over naam geconstitueerd en erkenne ik C. R. Cartwright in voorschreven myne qualityt voor en van wegens en namens het Britische Government mits dezen ontvangen te hebben van den Kommissaris H. Botjir, voornoemd, de voorschreven Nederlandsche bezittingen te Balasoor, aande vaste waloau Indie.

Waar vanxten bewyze, ik H. Botjir voor en van wegens het Nederlandsche Gouvernement, en ik C. R. Cartwright voor en van wegens het Britische Gouvernement

have hereunto respectively subscribed our names, and fixed our seals this day.

Seal. (Sd.) C. R. CARTWRIGHT,
Joint Magte. and Depy. Collr. of Balasore.

onze namen en zegels respectivelyk hebben ter nedergestled op heded.

Seal. (Sd.) H. BOTJIR,
Zaturdag den 4 Juny,
Balasoor.

Balasore, Saturday,
4th June 1825.

(True copy.)
(Sd.) C. H. CARTWRIGHT,
Offg. Magte. & Depy. Collector.

No. LXXX.

DEED for the transfer of the NETHERLANDS possessions at DACCA,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Netherlands possessions at Dacca has been ceded to the British Government. Be it known that I, F. W. Van As constituted by the Hon'ble B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government to cede the Netherlands possessions aforesaid accordingly restore to C. Dawes and L. Magniac nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioners on the part of the British Government the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the Continent of India, and do hereby declare to have ceded and delivered up the same accordingly to the limits thereof,

Nademaal ten gevolge van het Tractaat gesloten te London op den 17den Maart 1824, tusschen Zyne Majesteit de Koning der Nederlanden en Zyne Majisteit de Koning van het Vereenigde Koningryke van Groot Britange en Ireland de Nederlandsche bezittingen te Dacca aan de vaste kust van Indie zyn afgestaan aan het Britische Gouvernement—Zy het een eigelyk bekend det ik F. W. Van As tot de overgave van voorschreve bezittingen van wegen het Nederlandsche Gouvernement te Chinsurah door den Wel Edele Gestrenge Heer B. C. D. Bouman als Kommissaris genoemd en gekwalificeerd, dezelve mits deze op de kragtigste wyze overgeve aan C. Dawes en L. Magniac van wegen het Britsche Gouvernement door zyne Excellentie den Gouverneur Generaal in Rade te Calcutta als Kommissarissen tot de

and we, C. Dawes and L. Magniac in our aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said F. W. Van As, Commissioner on behalf of the Netherlands Government the said Netherlands possessions at Dacca.

In witness whereof I, the said F. W. Van As, for and on behalf of the Netherlands Government and we, the said C. Dawes and L. Magniac, for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Tuesday, the 14th June 1825.

Seal. (Sd.) C. DAWES, *Commissioner.*

Seal. (Sd.) L. MAGNIAC, *Commissioner.*

Seal. (Sd.) F. W. VAN AS, *Netherl. Commr.*

overnaam geconstitueerd, en erkennen wy C. Dawes en L. Magniac in voorschrevè onze qualiteiten voor en van wegens en namens het Britische Gouvernement mits deze ontvangen te hebben van de Commissaris F. W. Van As voornoemd de voorschreve Nederlandsche bezittingen te Dacca aan de vaste wal van Indie.

Waarvan ten be wyze ik F. W. Van As voor and van wegen het Nederlandsche Gouvernement en wy C. Dawes en L. Magniac voor en van wegen het Britische Gouvernement wy onze namen en zegels respectivelyk hebben ter nedergesteld op heden den vierteende Juny 1825.

Seal. (Sd.) F. W. VAN AS, *Nedel. Kommisiaris.*

Seal. (Sd.) C. DAWES, *Commr.*

Seal. (Sd.) L. MAGNIAC, *Commr.*

No. LXXXI.

DEED restoring the DANISH possessions,—1815.

Whereas by the provisions of the definitive Treaty of Peace made and concluded between His Britannic Majesty and His Majesty the King of Denmark, signed at Kiel on the 14th January 1814, and by the additional articles signed at Liege, the 7th of April 1814, it is stipulated and agreed that His Britannic Majesty shall restore to the Crown of Denmark, the town of Serampore, and the possessions attached to that Settlement, in the state in which they were at the moment of the signature of the said definitive Treaty of Peace and the said additional articles, and any work which may have been constructed since the occupation of the said Settlement.

Be it known that I, Gordon Forbes, appointed by His Excellency the Earl of Moira, Governor General, etc., etc., to be Commissary on the part of the British Government for carrying into effect the restitution of the Colony of Serampore for, and in the name of, the British Government do restore to

His Excellency Jacob Krefting, Esquire, delegated on the part of the Danish Government to receive charge of those possessions, and do hereby declare to have accordingly restored and delivered up the said town of Serampore and the possessions attached to that Settlement, and I, Jacob Krefting, acknowledge to have received from the said Gordon Forbes, Esquire, on behalf of the British Government, the said town of Serampore and the possessions attached thereunto, and restored to the Crown of Denmark by virtue of the said definitive Treaty of Peace and the said additional articles.

In witness whereof I, the said Gordon Forbes, for and on behalf of the British Government, and I, the said Jacob Krefting, for and on behalf of the Danish Government, have hereunto set our hands and seals. Given at Serampore this fifteenth day of December one thousand eight hundred and fifteen.

Seal. (Sd.) GORDON FORBES.

Seal. (Sd.) JACOB KREFTING.

No. LXXXII.

TREATY with DENMARK, 22nd February 1845.

VI CHRISTIAN DEN OTTENDE

—AF GUDS NAADE—

Konge til Denmark de Venders og Gòthers Hertug til Slesvig, Holsteen, Stormorn, Ditmersken Lauenborg og Oldenborg.

Gjore Vitternight At da vi med det Britisk Ostindiske Compagnie ere blevne enige om at afslute en paa gjensidigen fordeelagtige Grundvolde bygget Tractat angaaende Overdragelsen af vore Etablisementer paa Indiens Fastland til formeldte Compagnie, og dette Qiemed nu er bleven ivœrksat idet en saadan Tractat er bleven afsluttet med Gouverneüren over vore Etablisementer i Indien, Som dertil fra vor side befuldmœgtiget, og General Gouverneüren over Britisk Indien med Raad paa bemœldte Compagnies Vegne hvilken Tractat der er undertegnet i Calcutta den Toogtyvende Februar dette Aar Ord til andet lyder Saaledes.

Treaty for the transfer of the Danish Settlements on the Continent of India between His Majesty the King of Denmark and the Honorable East India Company, settled by Peter Hanson, Esq., Councillor of State, Governor of His Danish Majesty's Possessions in India, Knight of the Order of Dannebrog, in virtue of powers delegated to him on the 30th September 1841, by His Majesty the King of Denmark, and the Governor General of

India in Council, Lieutenant-General the Right Honorable Sir Henry Hardinge, G.C.B., Governor General of India, the Honorable Frederick Millett, Member of Council, and the Honorable Major-General Sir George Pollock, G.C.B., Member of Council, in virtue of powers delegated to them by the Honorable the Secret Committee of the Court of Directors on the 1st July 1842.

Done in Calcutta, on the 22nd day of February One Thousand Eight Hundred and Forty-five.

In the Name of the Most Holy and Undivided Trinity.

ARTICLE 1.

His Majesty the King of Denmark engages to transfer the Danish Settlements on the Continent of India, with all the public buildings and Crown property thereunto belonging, to the Honorable the British East India Company, in consideration of the sum of 12,50,000 (twelve lakhs and fifty thousand) Company's rupees, which sum the Honorable the British East India Company engage to pay, on the ratification of the present Treaty, either in Company's rupees at Calcutta, or by Bills on London at one month's sight in sterling money, at the rate of exchange of two shillings for each rupee, or in such proportion of Cash or Bills, at the above rate, as may be most convenient to the Danish Government.

ARTICLE 2.

The Settlements and Crown property referred to above are :—

(1) The Town of Tranquebar, on the Coromandel Coast, with the districts thereunto belonging for which an annual sum of 2,500 Gold Pardaux, or about 4,000 Company's rupees, is to be paid to the Rajah of Tanjore, and the following buildings and Crown property, *viz.* :—

A.—Fort Dansborg, with buildings therewith connected, and thirteen Brass Guns mounted on the ramparts, and other stores.

B.—The Government House situated opposite to the Fort.

C.—A country residence for the Governor at the village of Porreiar.

D.—A garden, with a bungalow, at the village of Tittaly, possessed by the Governor.

E.—A building in the town, with garden adjacent, used as hospital.

F.—A house in the town occupied by the Medical Officer of the Settlement.

G.—A house and office on the beach for the Master Attendant.

H.—Two brick-built godowns.

Besides public roads, bridges, sluices, a number of fruit and other trees, and all other immoveable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use, the furniture and moveables in the Government House not being herein included.

(2) The town of Frederiksnagore or Serampore, in the province of Bengal, comprising 60 biggahs, commonly called Frederiksnagore, and the districts of Serampore, Akna, and Pearapore, for which districts an annual sum of Sicca Rupees 1,601 is to be paid to the Zemindars of Sewraphully, for the time being, with the following public property:—

A.—The Government House.

B.—The Secretary's House and Offices.

C.—The Court-house, with jail annexed.

D.—The Church, commonly called the Danish Church.

E.—The bazar, containing more or less 6 biggahs and 13 cottahs, with a range of godowns on the north side, and two godowns on the west side: the remaining part of the ground being occupied by private godowns, the owners paying an annual ground rent.

F.—Two small brick-built guard houses on the banks of the river.

Besides public roads and bridges, a canal from the fields of the village of Pearapore, through adjacent villages, to the river, and all other immoveable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use.

(3) A piece of ground at Balasore, formerly a factory, containing 18 biggahs, 2 cottahs and 12 chittacks of tenanted ground.

ARTICLE 3.

The Church of Zion, and the Mission Churches of Jerusalem and Bethlehem in Tranquebar, the Roman Catholic Church and Chapels at the same place, Roman Catholic Church in Serampore, the Serampore College and the Serampore Native Hospital having been built, or established by private means, these Churches and Institutions, with all their goods, effects, and property, moveable as well as immoveable, are belonging to the respective Congregations, Communities, and Societies, and are not therefore included with the present transfer.

ARTICLE 4.

The inhabitants of the aforesaid Settlements, Europeans as well as Natives, who continue to reside within the Settlements, will be placed under the protection of the general Law of British India, and their religious, personal, or acquired rights, as formerly enjoyed under the Danish Government, will be respected as all rights of person or property are throughout British India.

All suits commenced and pending in the Danish Courts at the time the Treaty comes into force, shall be carried on and decided by the same Law as far as altered circumstances will allow.

The same will be observed in all cases of appeal subsequent to the Treaty, but no complaint or suit which has been finally settled and decided under the Danish Administration, and not appealed in due time under

observance of the rules for appeal then in force, shall be deemed appealable; nor shall it be lawful to bring forward again, subsequently to the conclusion of this Treaty, by petition, complaint or otherwise, such cases as have been already finally determined by competent authority.

ARTICLE 5.

Nothing in the present Treaty shall affect the Trade now carried on, or about to be carried on, by the subjects of His Danish Majesty in the ports of the East Indies, nor shall the Trade be more restricted than it would have been in case His Danish Majesty had continued to possess the Settlements now transferred.

ARTICLE 6.

The Church Missionary Board at Copenhagen for the propagation of the Gospel shall be at liberty to continue their exertions in India for the conversion of the Heathens to the Christian religion, and shall be afforded the same protection by the Government of India as similar English Societies under the general Law of the land; the rights and immunities granted to the Serampore College by Royal Charter, of date 23rd of February 1827, shall not be interfered with, but continue in force in the same manner as if they had been obtained by a Charter from the British Government, subject to the general Law of British India.

ARTICLE 7.

The Danish Government engage to meet all pensionary claims and engagements connected with the aforesaid Settlement, and the East India Company shall not be liable for any such claims or engagements whatever, with the exception of the yearly payments of the soil to the Rajah of Tanjore, and the Zemindar of Sewraphully, as mentioned in Article 2.

ARTICLE 8.

All sums not belonging to the Royal Treasury and under the charge of the Court of Wards or of any of the public functionaries of the Danish Government in their official capacity, shall be received by such Public Officer or Officers as the Governor General of India in Council may direct, and shall be carried to account and administered by such Public Officer or Officers in the same manner and under the same rules and responsibility as similar property is administered under the general Law of the land.

ARTICLE 9.

The present Treaty of Nine Articles shall be ratified, and the ratifications exchanged in Calcutta within six months from the date hereof, or sooner if possible.

Done at Calcutta on the Twenty-second day of February, in the year of our Lord One Thousand Eight hundred and Forty-five.

(Sd.) P. HANSON.

(Sd.) H. HARDINGE.
" F. MILLETT.
" GEO. POLLOCK.

SAA ville vi have forestaaende Tractat stadfœstet bekrœftet og ratificeret udi alle deus Ord, Punkter Clauseler ligesom vi samme ogsaa herved paa bedste og kraftigste Maade som skee kan for Os og Vore Efterkommere Arvinger og Successerer til den Danske Trone stadfœste bekrœfte og ratificere med vort Kongelige Ord lovende og tilsigende at samme af Os og dem troligen fast og urykkeligt skal vorde overholdt efterkommet og fuldbyrdet.

Til ydermere Bekrœftelse have vi deune Ratification med vor egem haand underskrevet og ladet vort store kongelige Segl samme vedhœnge.

Givet i vor kongelige Residents Stad Kjöbenhavn den Tredivte Mai Aar efter Christi Byrd Eet Tusind Otte Hundred fyrgetyve og fem i vor Regjerings Sjette Aar.

(Sd.) CHRISTIAN, R.

(Sd.) C. CSARLIEB Fr. BRANTZ. Fr. SPONNECK.

(Sd.) OHSTEN.

The undersigned having met together for the purpose of exchanging the Ratifications of a Treaty between His Majesty the King of Denmark and the Honorable East India Company for the transfer of the Danish Settlements on the Continent of India, with all the Public Buildings and Crown property thereunto belonging, to the East India Company, in consideration of the sum of 12,50,000, twelve lakhs and fifty thousand Company's rupees, concluded and signed in Calcutta on the 22nd day of February, in the year of our Lord 1845, and the respective Ratifications of the said Instrument having been carefully perused, the said exchange took place this day in the usual form.

In witness whereof they have signed the present Certificate of Exchange, and have affixed thereto the seals of their Arms.

Done in Calcutta, the Sixth day of October, in the year of our Lord One Thousand Eight Hundred and Forty-five.

On the part of the East India Company.

(Sd.) T. H. MADDOCK. Seal.

(Sd.) F. MILLETT. Seal.

(Sd.) C. H. CAMERON. Seal.

On the part of His Majesty the King of Denmark.

(Sd.) L. LINDHARD. Seal.

No. LXXXIII.

CONVENTION between GREAT BRITAIN and FRANCE. Signed at LONDON, the 7th of March, 1815.

In the NAME of the MOST HOLY and UNDIVIDED TRINITY.

The trade in salt and opium throughout the British Sovereignty in India, having been subjected to certain regulations and restrictions, which, unless due provision be made, might occasion differences between the subjects and agents of His Britannic Majesty and those of His Most Christian Majesty; Their said Majesties have thought proper to conclude a Special Convention for the purpose of preventing such differences, and removing every cause of dispute between their respective subjects in that part of the world, and in this view have named for their respective plenipotentiaries, *viz.*, His Majesty the King of the United Kingdom of Great Britain and Ireland, Robert, Earl of Buckinghamshire, a Peer of the United Kingdom, President of the Board of His Majesty's Commissioners for the affairs of India, etc., etc., etc. And His Majesty the King of France and Navarre, the Sieur Claude Louis de la Châtre, descendant of the Princes of Deols Count de la Châtre, His Ambassador extraordinary and plenipotentiary at the Court of London, etc., etc. etc, who, after having communicated to each other their respective Full Powers, found in good and due form, have agreed upon the following Articles:—

CONVENTION entre la GRANDE BRETAGNE et la FRANCE. Signée à LONDRES, le 7 Mars, 1815.

Au Nom de la Très-Sainte et Indivisible Trinité.

Le commerce du sel et de l'opium ayant été assujetti dans l'étendue des Possessions Britanniques dans l'Inde à certains réglemens et restrictions, qui s'il n'était pris des mesures convenables, pourraient donner lieu à des difficultés entre les sujets et Agens de Sa Majesté Britannique et ceux de Sa Majesté Très Chrétienne; Leurs dites Majestés ont jugé à propos de conclure une Convention Spéciale pour prévenir ces difficultés, et écarter toute autre cause de discussion entre leurs sujets respectifs dans cette partie du monde. A cet effet, elles ont nommé pour leurs plénipotentiaires respectifs, savoir! Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, le Sieur Robert, Comte de Buckinghamshire, Pair du Royaume Uni Président du Bureau de ses Commissaires pour les affaires de l'Inde, etc., etc., etc., et Sa Majesté le Roi de France et de Navarre, le Sieur Claude Louis de la Châtre, des Princes de Déols, Comte de la Châtre, Son Ambassadeur extraordinaire et Plenipotentiaire à la Cour de Londres, etc., etc., etc., lesquels après s'être communiqué leurs Pleinspouvoirs respectifs, trouvés en bonne et due forme, sont convenus des Articles suivans:

1. His Most Christian Majesty engages to let at farm to the British Government in India, the exclusive right to purchase at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the Agents of His Most Christian Majesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition that the British Government shall deliver in Bengal, to the Agents of His Most Christian Majesty, the quantity of salt that may be judged necessary for the consumption of the inhabitants of Chandernagore, reference being had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article.

2. In order to ascertain the prices as aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the Agents of His Most Christian Majesty in India; and the price to be paid by the British Government shall be settled according to an average to be taken every three years, of the charges as aforesaid ascertained by the said official accounts commencing with the three years preceding the date of the present Convention.

1. Sa Majesté Très-Chrétienne s'engage à affermer au Gouvernement Anglais dans l'Inde, le privilége exclusif d'acheter le sel qui sera fabriqué dans les possessions Françaises sur les côtes de Coromandel et d'Orixa, moyennant un prix juste et raisonnable, qui sera réglé d'après celui auquel le dit Gouvernement aura payé cet article dans les districts avoisinant respectivement les dites possessions, à la réserve toutefois de la quantité que les Agens de Sa Majesté Très-Chrétienne jugeront necessaire pour l'usagé domestique et la consommation des habitans de ces mêmes possessions, et sous la condition que le Gouvernement Anglais livrera dans le Bengale, aux Agens de Sa Majesté Très-Chrétienne, la quantité de sel qui sera reconnue nécessaire pour la consommation des habitans de Chandernagor, eu égard à la population de cet établissement, et que cette livraison sera faite aux prix auquel le sel reviendra au dit Gouvernement.

2. Afin de déterminer le prix du sel conformément à ce qui vient d'être dit, les états officiels constatant ce que le sel fabriqué dans les districts qui avoisinent respectivement les établissemens Français sur les côtes de Coromandel et d'Orixa, aura coûté au Gouvernement Anglais, seront soumis à l'inspection d'un Commissaire nommé à cet effet par les Agens de Sa Majestè Très-Chrétienne dans l'Inde; et le prix qui devra être payé par le Gouvernement Anglais sera fixé tous les trois ans d'après le taux moyen du sel pendant ce laps de tems, tel qu'il sera constaté par les dits états officiels, à commencer des trois années qui ont précédé la date de la présente Convention.

The price of salt at Chandernagore to be determined, in the same manner, by the charges incurred by the British Government for the salt manufactured in the districts nearest to the said settlement.

3. It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.

4. With a view to the effectual attainment of the objects in the contemplation of the high Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa, and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.

5. In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorized, by equal quarterly instalments; such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies; it being agreed that the rent above stipulated shall commence from the 1st of October 1814.

6. With regard to the trade in opium, it is agreed between the high Contracting Parties, that at each of the periodical sales of that article there shall be reserved for the French Government, and delivered upon requisition

Le prix du sel à Chandernagor devra être déterminé de la même manière, et d'après celui auquel cet article reviendra au Gouvernement Anglais dans les districts les plus voisins de cet établissement.

3. Il est bien entendu que les salines situées dans les possessions appartenant à Sa Majesté Très-Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Majesté.

4. Afin d'atteindre le but que les hautes Parties Contractantes ont en vue, Sa Majesté Très-Chrètienne s'engage à établir dans Ses possessions sur les côtes de Coromandel et d'Orixa, et à Chandernagor dans le Bengale, le sal au même prix à-peu près que le Gouvernement Anglais le vendra dans les territoires voisins de chacune des dites possessions.

5. En considération des stipulations renfermées dans les Articles précédens, Sa Majesté Britannique s'engage à faire payer annuellement aux Agens de Sa Majesté Très-Chrétienne dûment autorisés, la somme de quatre lacs de roupies sicca; lequel payement sera effectué par trimestre et par portions égales, soit à Calcutta, soit à Madras dix jours après que les traités tirées par les dits Agens auront été présentées au Gouvernement de l'un ou de l'autre de ces Présidences.

Il est convenu que la rente ci-dessus stipulée sera due à partir du er Octobre, 1814.

6. Il est convenu entre les hautes Parties Contractantes relativement au commerce de l'opium, qu'à chacune des ventes périodiques de cet article, il sera réservé pour le Gouvernement Français et délivré à la

duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for; provided that such supply shall not exceed 300 chests in each year; and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale: it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the usual period of delivery, the quantity so applied for shall nevertheless be considered as so much in deduction of the 300 chests hereinbefore mentioned.

The requisitions of opium as aforesaid are to be addressed to the Governor General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette.

7. In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds.

8. His Most Christian Majesty, with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th of May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police; His Britannic Majesty on his part, in order to give every security to the subjects of His Most Christian Majesty residing

requisition des Agens de Sa Majesté Très-Chrétienne, ou à celle des personnes qu'ils auront autorisées à cet effet, la quantité de caisses d'opium qu'ils demanderont, en tant que cette quantité n'excédera pas trois cents caisses par an; lesquelles devront être payées au prix moyen auquel l'opium se sera élevé à chacune de ces ventes périodiques: Bien entendu que si les Agens du Gouvernement Français ne faisaient pas retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait été demandée à une époque quelconque, elle entreroit néanmoins en déduction des trois cents caisses qui doivent être livrées.

Les demandes d'opium faites ainsi qu'il vient d'être dit, devront être adressées au Gouverneur Général à Calcutta, dans l'espace de trente jours après que l'époque des ventes aura été indiquée par la Gazette de Calcutta.

7. Dans le cas où il serait mis des restrictions à l'exportation de salpêtre, les sujets de Sa Majesté Très-Chrétienne, n'en auront pas moins la faculté d'exporte cet article jusqu'à la concurrence de dix-huit mille maunds.

8. Sa Majesté Très-Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12. du Traité conclu à Paris, le 30 Mai, 1814, à n'élever aucun ouvrage de fortification dans les établissemens qui doivent Lui être restitués en virtu du dit Traité; et à n'y avoir que le nombre de troupes nécessaires pour y maintenir la police; de Son côte Sa Majesté Britannique afin de donner toute sureté aux sujets de Sa Majesté Très-Chrétienne résidant

in India, engages, if at any time there should arise between the High Contracting Parties any misunderstanding or rupture (which God forbid), not to consider or treat as prisoners of war those persons who belong to the civil establishments of His Most Christian Majesty in India, nor the officers, non-commissioned officers, or soldiers, who, according to the terms of the said Treaty, shall be necessary for the maintenance of the police in the said establishments, and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property.

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government.

But in case their conduct should render them suspected, and the British Government should judge it necessary to order them to quit India they shall be allowed the period of six months to retire with their effects and property to France, or to any other country they may choose.

At the same time it is to be understood that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government.

9. All Europeans and others whosoever, against whom judicial proceed-

dans l'Inde, s'engage, si à une époque quelconque il survenait entre les hautes Parties Contractantes quelque sujet de mésintelligence ou une rupture (ce qu'à Dieu ne plaise), à ne point considérer ni traiter comme prisonniers de guerre, les personnes qui feront partie de l'administration civile des établissemens Français dans l'Inde, non plus que les officiers, sous-officiers, et soldats qui, aux termes du dit Traité, seront nécessaires pour maintenir la police dans les dits établissemens, et à leur accorder un délai de trois mois pour arranger leurs affaires personnelles, comme aussi à leur fournir les facilités nécessaires et les moyens de transport pour retourner en France avec leurs familles et leurs propriétés particulières.

Sa Majesté Britannique s'engage en outre à accorder aux sujets de Sa Majesté Très-Chrétienne dans l'Inde la permission d'y continuer leur résidence et leur commerce aussi longtems qu'ils s'y conduiront paisiblement et qu'ils ne feront rien contre les lois et les réglemens du Gouvernement.

Mais dans le cas où leur conduite les rendroit suspects, et où le Gouvernement Anglais jugerait nécessaire de leur ordonner de quitter l'Inde, il leur sera accordé à cet effet un délai de six mois pour se retirer avec leurs effets et leurs propriétés, soit en France, soit dans tel autre pays qu'ils choisiraient.

Il est bien entendu en même tems que cette faveur ne sera pas étendu à ceux qui pourraient avoir agi contre les lois et les réglemens du Gouvernement Britannique.

9. Tous les Européens, ou autres quelconques, contre qui il sera pro-

ings shall be instituted within the limits of the said settlements or factories belonging to His Most Christian Majesty, for offences committed, or for debts contracted within the said limits, and who shall take refuge out of the same, shall be delivered up to the chiefs of the said settlements and factories; and all Europeans and others whosoever, against whom judicial proceedings as aforesaid shall be instituted, without the said limits, and who shall take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories, upon demand being made of them by the British Government.

10. For the purpose of rendering this agreement permanent, the High Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christian Majesty.

11. The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at London, this 7th day of March, in the year of our Lord 1815.

(Sd.) BUCKINGHAMSHIRE, (L. S.)

(Sd.) LE COMTE DE LA CHATRE, (L. S.)

écdé en justice dans les limites desdits établissemens ou factories appartenant à Sa Majesté Très-Chrétienne, pour des offenses commises ou des dettes contractées dans les dites limites, et qui prendront réfuge hors de ces mêmes limites, seront délivrés aux chefs des dites établissemens et factories; et tous les Européens ou autres quelconques contre qui il sera procédé en justice, hors des dites limites, et qui se réfugieront dans ces mêmes limites, seront délivrés par les chefs des dits établissemens et factories sur la demande qui en sera faite par le Gouvernement Anglais.

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter aucun changement aux Articles stipulés ci-dessus, sans le consentement mutuel de Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très-Chrétienne.

11. La présente Convention sera ratifiée et les ratifications en seront échangées à Londres dans l'espace d'un mois, ou plutôt si faire se peut.

En foi de quoi, les Plénipotentiaires respectifs l'ont signée, et y ont apposé le cachet de leurs armes.

Fait à Londres, le 7 Mars, l'an de Grâce, 1815.

(Signé) BUCKINGHAMSHIRE, (L. S.)

(Signé) LE COMTE DE LA CHATRE, (L. S.)

No. LXXXIV.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY, signed at PONDICHERRY on the 13th day of May 1818.

With a view to carry into full and complete effect the object of those terms of the Convention between Great Britain and France, signed at London on the 7th of March 1815, which regard the trade in salt throughout the British Sovereignty in India, the following Articles have been agreed upon by His Excellency, Andre Julien Count Du Puy, Peer of France, Great Officer of the Royal Order of the Legion of Honour, and Mr. Joseph François Dayot, Chevalier of the said Order, Administrators-General of the French Establishments in India, and Captain James Stuart Fraser, Commissioner on the part of the British Government, for conducting the transfer of such of those possessions as have heretofore been dependent upon the Presidency of Fort St. George.

ARTICLE 1.

The manufacture of salt shall cease throughout the whole of the French Establishments in India during the continuance of the Honourable Company's present Charter.

ARTICLE 2.

The French Government guarantee the strict observance of the above stipulation, and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 3.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum during the continuance of the Honourable Company's present Charter if this Convention be ultimately ratified.

ARTICLE 4.

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments, and be considered to have commenced from the 1st of January last.

ARTICLE 5.

The Madras Government engages, independently of further confirmation, to pay the sum of four thousand Star Pagodas to the French Government

for one year from the 1st of January last, and to continue to fulfil the same engagement until the determination of the Supreme Government or eventually of the authorities in Europe shall be officially notified to the French Government in India.

ARTICLE 6.

The British Government engages to deliver such a quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India; the purchase, delivery, and subsequent sale of the said quantity being regulated according to the stipulations contained in Articles 1st, 2nd, and 4th of the Convention of the 7th March 1815.

ARTICLE 7.

The present Convention shall be ratified and exchanged with the least possible delay.

Done at Pondicherry, this thirteenth day of May, in the year of our Lord one thousand eight hundred and eighteen.

Seal. (Sd.) LE CT. DU PUY. Seal. (Sd.) JAMES STUART FRASER.

Seal. (Sd.) T. DAVOT.

Ratified by the Government of Fort St. George according to the terms of the Fifth Article this twenty-third day of May, in the year of our Lord, one thousand eight hundred and eighteen.

Seal. (Sd.) H. ELLIOT.

(Sd.) R. FULLERTON.

(Sd.) ROBERT ALEXANDER.

By the Right Honourable the Governor in Council.

(Sd.) G. STRACHEY,
Chief Secretary.

No. LXXXV.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERY for the renewal of the CONVENTION of 13th May 1818.

Concluded between His Excellency the Marquis de Saint Simon, Major-General, Peer of France, Great officer of the Royal Order of the Legion of Honour, Governor of the French establishments in India, and John Dent, Esquire, Principal Collector of the Southern division of Arcot.

ARTICLE 1ST.

The whole of the salt pans situated throughout the French Establishments in India shall continue in a state of inactivity as heretofore.

ARTICLE 2ND.

The French Government guarantee the strict observance of the above stipulation and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 3RD.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand star pagodas per annum.

ARTICLE 4TH.

The above stipulated sum of four thousand star pagodas per annum shall be paid by quarterly instalments.

CONVENTION PASSÉ ENTRE le GOUVERNEMENT de PONDICHÉRY et CELUI de MADRAS POUR le RENOUVELLEMENT de CELLE du 13 MAI 1818.

Entre Monsieur le Marquis de Saint Simon, Pair de France, Grand officer de l'ordre royal de la Légion d'honneur, Maréchal des Camps et Armeés du Roi, Gouverneur des Etablissemens Français de l'Inde, et John Dent, Esquire, Collecteur Principal de la division du Sud d'Arcat, à été convenu ce qui suit.

ARTICLE 1ER.

Coutes les salines situées dans ler Etablissemens Français de l'Inde continueront à etre en inactivité comme par le passé.

ARTICLE 2ND.

Le Gouvernement Français garantit la stricte observation de la stipulation ci dessus et l'adoption ultérieure de toutes ler mésures qui seront en son pouvoir pour assurer la prohibition efficace de la contrebande du sel.

ARTICLE 3RD.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des salines, la somme de quatre mille pagodes à l'Etoile par année.

ARTICLE 4TH.

La somme stipulée ci-dessus de quatre mille pagodes à l'Etoilepar année sera payée par quartier.

ARTICLE 5TH.

The British Government engages to deliver such quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India, the purchase, delivery and subsequent sale of the said quantity being regulated according to the stipulations contained in the Convention of the 7th March 1815.

ARTICLE 6TH.

The expenses incurred for the transport of salt having been hitherto borne equally by the English and French Governments, it is agreed that they shall continue to be so during the present convention.

ARTICLE 7TH.

It shall be optional with either the English or French Government to withdraw from the present convention on giving twelve months' previous notice.

ARTICLE 8TH.

The present convention shall be ratified with the least possible delay.

Done at Pondicherry this first day of June in the year of our Lord One thousand eight hundred and thirty-seven.

ARTICLE 5TH.

Le Gouvernement Anglais s' engage à délivrer telle quantité de sel qui sera requise pour l'usage domestique et la consommation des habitans des Etablissemens Français dans l'Inde, l'achat, la livraison et la vente de la dite quantité seront reglés conformémen aux stipulations convenues dans la convention du 7 Mars 1815.

ARTICLE 6TH.

Les depenses faites pour le transport du sel ayant toujours été supporteés par moitré par le Gouvernement Français et par le Gouvernement Anglais, il est bien entendu qu il en sera de meme pendant la durée de la présente convention.

ARTICLE 7TH.

Il sera facultatif sóit au Gouvernement Anglais on Français de faire cesser la présente convention en donnant avis douze moit á 'avance.

ARTICLE 8TH.

La présente convention sera ratificé dans le plus court délai.

Fait à Pondichéry le er Juin 1837.

le Gal SAINT SIMON.

J. DENT,

Principal Collector.

Ratified by the Government of Fort St. George this eighteenth day of July in the year of Our Lord One thousand eight hundred and thirty-seven.

(By the Right Honourable the Governor in Council.)

ELPHINSTONE.

S. B. MURRAY, *Chief Secretary.*

T. MAITLAND.

J. SULLIVAN.

NO. LXXXVI.

CONVENTION with the FRENCH GOVERNMENT of CHANDERNAGORE,—1839.

Convention for converting into a money payment the supply of salt made to the French Government of Chandernagore by that of Her Bratannic Majesty in India,

between

Monsieur Auguste Bourgoin, Administrator par Interim of Chandernagore, with the sanction of His Excellency the Governor of the French Establishments in India, on the one part,

and

the Members of the Board of Customs, Salt, and Opium, with the sanction of the Hon'ble the Governor of Bengal, on the other part.

Convention passée pour convertiree une prestation en argent la fourniture de sel faite au Gouvernement français de Chandernagor par celui de S. M. Britannique dans l'Inde,

Entre

Monsieur Auguste Bourgoin, Administrateur par Interim de Chandernagor, procédant avec l'autorisation de Monsieur le Gouverneur des Etablissements français de l'Inde, d'une part,

Et,

MM. les Membres du Comité des Douanes, du Sel et de l'Opium, agissant avec l'autorisation de l'Honorable Gouverneur du Bengale, d'autre part.

A été convenu ce qui suit.

ARTICLE 1.

The French Government of Chandernagore will receive no more salt from the English golahs for the consumption of the said Establishment.

ARTICLE 1.

Le Gouvernement français de Chandernagor ne recevra plus be sel des Golahs anglais pour la consommation du dit Etablissement.

ARTICLE 2.

The inhabitants of Chandernagore shall be at liberty, like the other inhabitants of Bengal, to purchase salt either direct from the golahs of the English Government, or of merchants who supply themselves from the said golahs, according to the established system.

In consequence the French Government engages itself to afford every facility to the sale of salt thus imported into Chandernagore, and not to levy, or permit to be levied

ARTICLE 2.

Les habitants de Chandernagor seront libres, comme les autres habitants du Bengale, d'acheter le sel, soit directement des Golahs du Gouvernement anglais, soit des Marchands qui s'approvisionnent dans les dits Golahs, conformément au système établi.

En conséquence, le Gouvernement français s'engage à donner toutes facilités pour la vente du sel ainsi importé à Chandernagor, et à ne prélever ni laisser prélever, par qui que ce soit,

by any of its subjects any tax or contribution, direct or indirect, on the import and sale of such salt whether at Chandernagore or in its dependent districts.

aucune taxe ou contribution directe ou indirecte sur l'entrée et la vente du dit sel, tant à Chandernagor que dans les districts qui en dépendent.

ARTICLE 3.

In accordance with the preceding conditions the Government of Bengal engages itself to pay to M. the Administrator of Chandernagore a sum of twenty-thousand Company's Rupees per annum.

This payment shall be made every six months at the rate of ten thousand rupees for each six months, and shall commence from the first day of August 1839.

ARTICLE 3.

Par suite des conventions qui précédent, le Gouvernement du Bengale s'engage à payer à M. l'Administrateur de Chandernagor une somme de vingt mille Roupies de Compagnie par an.

Ce payement aura lieu par moitié de semestre en semestre à partir du jour où la présente Convention recevra son exécution.

ARTICLE 4.

The above stipulated payment being in consequence of the revenue which the consumption of salt at Chandernagore will produce to the English Government, the French authorities shall assist the English Government in its realization, and use its power to prevent any contravention of the present Treaty, whether through importations of salt by sea or through any other means.

ARTICLE 4.

Le payement ci-dessus stipulé étant la conséquence du revenu que la consommation du sel à Chandernagor produira au Gouvernement anglais, les autorités françaises aideront l'administration anglaise à réaliser ce produit et tiendront la main à ce qu'il ne soit commis aucune contravention au présent Traité par des importations du sel, soit par mer, soit par tout autre moyen.

ARTICLE 5.

It shall be allowable to either of the contracting parties by a notice given at the least one year in advance to re-establish the old order of things, under which the French Government receiving from the English golahs the salt necessary for consumption by the inhabitants of Chandernagore shall make its own profit thereby, as has been done hitherto.

ARTICLE 5.

Il sera loisible à chacune des parties contractantes, moyennant avis donné au moins une année à l'avance, de rétablir l'ancien ordre des choses, d'après lequel le Gouvernement français recevant des Golahs anglais le sel nécessaire à la consommation des habitans de Chandernagor le fera débiter à son profit, comme par le passé.

ARTICLE 6.

The present Treaty shall be in force on and after the 1st August 1839.

ARTICLE 7.

The present convention shall be subject to the approval of His Excellency the Governor of the French Establishments in India and to that of the Right Hon'ble the Governor General of the British possessions, and ultimately to the confirmation of the French Government and of the English Government in Europe; and in case of its not being approved by the said Governments, the old order of things will be reverted to as soon as possible, without the notice of one year in advance, as provided in Article 5.

(Signed) H. M. PARKER.
" J. TROTTER.
CALCUTTA, 5th July 1839.

(Sd.) AUCKLAND.

Seal of the Right Hon'ble the Governor-General of India and Governor of Bengal.

Ratified by the Right Hon'ble the Governor-General of India and Governor of Bengal at Simla, this nineteenth day of September one thousand eight hundred and thirty-nine.

(Sd.) T. H. MADDOCK,
Offg. Secy. to the Govt. of India, with the Right Hon'ble the Governor-General.

ARTICLE 6.

L'époque à laquelle le présent Traité commencera à être exécuté est fixée au 1er août 1839.

ARTICLE 7.

La présente Convention sera soumise à l'approbation de M. le Gouverneur des Etablissements français de l'Inde et à celle de M. le Gouverneur Général des possessions britanniques, et ultérieurement à la confirmation du Gouvernement français et du Gouvernement anglais en Europe, et dans le cas où elle ne serait pas approuvée par les dits Gouvernements, on reviendra à l'ancien état des choses aussitôt que possible, sans qu'il soit besoin de prévenir un an à l'avance ainsi qu'il a été stipulé par l'Article 5.

(Signé) AUGT. BOURGOIN.
CHANDERNAGOR, le 12 juillet 1839.

Marine et Colonial.
(*Unintelligible.*)
Chandernagor.

Approuvé la présente Convention.

Pondichéry, le 19 Septembre 1839.

Le Pair de France.
Gouverneur des Etablissements français de l'Inde.

(Signé) LE GENL. SAINT SIMO.

Etablissements français dans l'Inde,
Gouverneur.

True copy of ratification affixed to two copies delivered to Monsieur Bourgoin at Chandernagore.

No. LXXXVII.

AGREEMENT made between the FRENCH and BRITISH GOVERNMENTS relative to the limits of the SETTLEMENT of CHANDERNAGORE,—1853.

WHEREAS the mixture of English and French territories, jurisdictions, and other rights belonging to the two Governments, respectively, around the French Settlement of Chandernagore in the East Indies, is the cause of inconvenience to which the Governments of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and of His Majesty the Emperor of the French are desirous of putting a stop;

The undersigned, Her Britannic Majesty's Ambassador Extraordinary and Plenipotentiary at Paris, and His Majesty the Emperor's Minister for Foreign Affairs duly authorized by their respective Governments have agreed as follows:

1st.—That the limits of the jurisdiction and of all other rights whatever of the French Government on the territory of the French Settlement of Chandernagore in Bengal shall be according to the plan drawn up in common by the respective Commissioners of the two Governments and annexed to the proposition for the settlement of the limits of the French territory at Chandernagore signed provisionally (excepting the reserves contained in it) at Chandernagore on the 4th of September 1852; to the South and West the excavation commonly called the French Ditch, and to the North the same Ditch or the line indicated in the plan by an orange outline.

ATTENDU que le mélange des territoires anglais et français, et des juridictions, et autres droits appartenant aux Gouvernements respectifs, autour de l'établissement français de Chandernagor dans les Indes Orientales présente des inconvénients auxquels le Gouvernement de Sa Majesté la Reine du Royaume Uni de la Grande Bretagne et d'Irlande et celui de Sa Majesté l'Empereur des Français désirent mettre un terme;

Les soussignés Ambassadeur Extraordinaire et Plenipotentiaire de Sa Majesté britannique à Paris, et Ministre des Affaires Etrangères de Sa Majesté l'Empereur des Français dûment autorisés par leurs Gouvernements respectifs sont convenus de ce qui suit:

1er.—Les limites de la juridiction et de tous droits quelconques du Gouvernement français sur le territoire de l'établissement français de Chandernagor en Bengale seront selon les indications du plan dressé de commun accord, par les commissaires respectifs des deux Gouvernements, et annexé un projet de délimitation provisoiriment signé, (sauf les réserves que contient ce projet,) à Chandernagor le 4 Septembre 1852: au Sud et à l'Ouest, l'excavation appelée le Fosse français, et au Nord, le même fossé ou la ligne indiquée sur le plan par un liséré orange.

With regard to the boundary to the East or on the side of the river Hooghly, matters shall remain as they are in respect to the jurisdiction or other rights whatsoever of the settlement of Chandernagore, without prejudice to the respective claims of the two Governments.

And inasmuch as the section of the boundary above-mentioned from the termination of the ditch to the bank of the river is very intricate and confused owing to the interspersion of the houses of the inhabitants of the two territories; therefore in order to render the boundary as exact and clear as possible, and thus to obviate all future disputes upon the point, pillars of masonry or some other material shall be erected at a joint expense throughout the whole extent of this said portion of the boundary.

2nd.—That, on the one hand, the Government of Bengal shall recognize the exclusive jurisdiction of the French Government over the whole of the territory included in the limits above described.

3rd.—That, on the other hand, the French Government shall relinquish to the Government of Bengal the jurisdiction which the former now exercises within portions of territory at Goualpara, Cantaporicour, Tonquiponcour, Duplesiepotty, Barasette, situate without the circuit of the Ditch round Chandernagore; and that this cession shall include also the revenue or land rent now collected by the French Government from these said lands amounting annually to a sum of one hundred and eighty rupees one ganda and a half (Rupees 180: ½ ganda) as detailed in the schedule which accompanies the draft of

Quand à la limite d l'Est ou du côté du fleuve Hoogly les choses en resteront, pour la juridiction et autres droits quelconques de l'établissement, de Chandernagor, dans l'état actuel, sans préjudice des prétentions respectives des deux gouvernements.

Et attendu que la limite ci-dessus énoncée depuis l'extrémité du fossé jusqu'à la rivière, reste très confusée par le pêle-mêle des maisons des habitants des deux territoires, il sera établi, à frais communs, sur l'étendue de la ligne sus-indiquée, des bornes en maçonnerie on en toute autre matière à fin de rendre cette limite aussi précise et apparente que possible et de prévenir par ce moyen toutes contestations ultérieures sur ce point.

2d.—D'une part, le Gouvernement du Bengale reconnaîtra comme appartenant exclusivement au Gouvernement français la juridiction sur tout le territoire compris dans les limites ci-dessus indiquées.

3e.—D'autre part, le Gouvernement français cédera au Gouvernement du Bengale, la juridiction sur les portions au territoire dépendant de Goualpara, Cantapoucour, Tonquipoucour, Duplesiepotty, Barasette et situées en dehors du fossé d'enceinte de Chandernagor, et cette cession entraînera celle des revenus de rente foncière ou Cazanas actuellement perçus par le Gouvernement français sur les dits terrains et s'élevant par an à une somme de cent quatre vingt Roupies, un ganda, et demi (Roupies 180 ganda 1½) d'après état détaillé rédigé, de commun accord, à Chandernagor et joint au projet de convention du 4 Septembre 1852.

Agreement drawn up at Chandernagore on the 4th of September 1852.

4th.—That, on its side, the Government of Bengal will consent by way of compensation to relinquish to the French Government the annual revenue of thirty-five rupees, fourteen annas five gandas (Rupees 35 14 annas 5 gandas) now collected by the former of the two Governments from the lands dependent on the Talook of Digra and Telinipara which lie to the north of the French Ditch; and further to make a reduction of one hundred and forty-four rupees, one anna, sixteen gandas and a half (Rupees 144 1 anna 16½ gandas) in the annual rent of 3,520 francs or about Rupees 1,466 now paid to the Hooghly Treasury by the Government of Chandernagore as representatives of certain ancient Talookdars.

4me.—De son côté, le Gouvernement du Bengale consentira à titre de compensation, à transférer en la possession du Gouvernement français le revenu annuel de trente cinq Roupies quatorze anas, cinq gandas (R. 35 14 a. 5 g.) que perçoit le premier de ces deux Gouvernements sur des terrains en régie dépendant du Talouk de Digra et Telinipara situés au nord du Fossé français, et à diminuer d'une valeur de cent quarante quatre Roupies, un ana, seize gandas et demi (R. 144, 1 a. 16½ g.) le montant de la rente de 3,520 francs ou environ 1,466 Roupies par année que paie actuellement à la trésorerie à Hoogly le Gouvernement de Chandernagor, considéré comme représentant de divers anciens Talookdars.

In witness whereof the undersigned have signed the present Agreement and have affixed the seals of their Arms thereunto.

Enfoi de quoi les soussignés ont signé le présent arrangement et y ont apposé le cachet de leurs armes.

Done at Paris the 31st of March 1853.

Fait à Paris le 31 Mars 1853.

(Sd.) COWLEY.

(Signé) DROUYN DE LHUYS.

PROPOSITIONS of the COMMISSIONERS for the SETTLEMENT of the BOUNDARIES of CHANDERNAGORE.

Proposition of the French and English Commissioners for the Settlement of the limits of the French Territory at Chandernagore.

Propositions des Commissaires anglais et français pour la fixation des limites territoriales de Chandernagor.

We, the undersigned—

Nous Soussignés—

Pierri Paul Damier Victoria Duffour de Gavardie, Judge, President of the Court of first instance,

William Erskine Baker, Major au Corps des Ingenieurs de la Présidence du Fort William.

Emile Auguste Cort Morvein, Assistant Commissary of Marine,

Commissioner appointed by the Governor of the French establishment in India,

AND

William Erskine Baker, Major in the Corps of Engineers of the Presidency of Fort William,

Samuel Wauchope of the Civil Service of the same Presidency,

Robert Barclay Chapman of the same Civil Service,

Commissioners appointed by the Most Noble the Governor-General of India,

Having proceeded jointly and independently to investigate the *de facto* ancient limits of the French Settlement at Chandernagore,

And having failed to determine, by any sufficient documentary evidence, the existence of any such limits fixed by treaty,

Do hereby agree to recommend to our respective Governments the adoption of the following conditions, *viz.*,

1stly.—That the limits of the jurisdiction of all other rights whatever of the French Government shall be as delineated in the annexed plan, that is to say, that the boundary to the eastward shall be the right bank of the Hooghly river. That the boundary to the southward and westward shall be the excavation commonly called the French ditch. That the boundary to the northward shall be also the said French ditch, or, where the ditch does not exist,

Samuel Wauchope du Service Civil de la même Présidence.

Robert Barclay Chapman du même Service.

Commissaires nommés par M. le Gouverneur Général des provincee et possessions anglaises de l'Inde.

ET

Pierre Paul Damien Victorin Duffaur de Gavardie, Juge Président de lere instance.

Emilé Auguste Coêt Morven, Aide-Commissaire de la Marine.

Commissaires nommés par M. le Gouverneur des Establissemens français dans l'Inde.

D'après les constatations et verifications aux quelles nous avons procédé soit contradictoirement, soit séparément pour reconnaître quelles sont *de facto* les anciennes limites du territoire français de Chandernagor au Bengale.

A défaut de documens suffisants sur l'existence de ces limites, telles qu'elles ont pu être fixées par les traités,

Sommes d'accord de proposer à nos Gouvernement respectifs l'adoption de l'ensemble des conditions suivantes, savoir:

1. Que les limites de la juridiction et de tout droit quelconque du Gouvernement français seront selon des indications du plan ci annexé, à l'Est, l'espace jusqu'on peut s'ètendre le mouillage des péniches et bateaux du côté de la rive droite de l'Hougly; au Sud et à l'Ouest, l'excavation appelée le fossé français; et au Nord, le mêmfossé et la ligne indiquée sur le plan cie annexé par un liséré orange.

the line indicated in the plan by an orange edging.

And, inasmuch at the last section of the boundary from the termination of the ditch to the bank of the river is very intricate and confused owing to the interspersion of the houses of the inhabitants of the two territories, therefore, in order to render the boundary as exact and clear as possible and thereto obviate all future disputes upon the point, it has been agreed that in the event of these propositions being definitively sanctioned, pillars of masonry or some other material shall be erected at a joint expense throughout the whole extent of the said portion of the boundary.

2ndly.—That, on the one hand, the Government of Bengal shall recognize the exclusive jurisdiction of the French Government over the whole of the territory included in the circuit above described.

3rdly.—That, on the other hand, the French Government shall relinquish to the Government of Bengal the jurisdiction which the former now exercises within portions of territory at Gowalpara Kontapookar—Jogipookar, Duplapate, Barassette, situate without the circuit above specified, and that this cession will include also the revenue or land rent, now collected by the French Government from the said land amounting annually to a sum of one hundred and eighty rupees, one ganda and a half (Co.'s Rupees 180-0-0-1½) as detailed in the Schedule which accompanies this Agreement.

4thly.—That on its side, the Government of Bengal will consent by way of compensation to relinquish

Et attendu que cette dernière limite depuis l'extremité du fossé jusqu'à la rivière reste très confusée par le pêlemêle des maisons des habitants des deux territories, il a été convenu que si le présent projet déchange recevaitune sanction definitive il serait établi à frais communs, sur l'étendue de la ligne sus indiquée, des bornes en maçonnerie ou en toute autre matière à fin de rendre cette limite aussi précise et apparente que possible et de prévenir par ce moyen toutes contestations ultérieures sur ce point.

2. Que d'une part le Gouvernement du Bengale reconnaîtra, comme appartenant exclusivement au Gouvernement français la juridiction sur tout le territoire compris dans les limites cidessus indiquées.

3. Que d'autre part le Gouvernement français cédera au Gouvernement du Bengale la juridiction sur les portions du territoire dépendant de Goualpara, Cantapoucour, Jouquipoucour, Duplexipatty, Barassette et situées endehors du fossé d'enceinte de Chandernagor, et que cette cession entraînera celle des revenus de rente foncière ou cazanas actuellement perçus par le Gouvernement français sur les dits terrains et s'élevant par an à une somme de cent quatre vingts rupies un ganda et demi (180 Rs. 1½ G.) d'après état détaillé joint au présent exposé de conditions.

4. Que de son côté, le Gouvernement du Bengale consentira, à titre de compensation à transférer

to the French Government the annual revenue of thirty-five rupees, fourteen annas, five gandas, now collected by the former, from that portion of the Government revenued Mehal of Digra which lies to the North of the French ditch at Tilniepara, and, further, to make a reduction of one hundred and forty-four rupees, one anna, sixteen gandas and a half (Co.'s Rupees 144-1-16½) in the annual rent of 3,520 Francs or about 1,466 rupees now paid to the Hooghly treasury by the French Government as representative of certain ancient Talookdars.

The preceding conditions translated into the two languages, English and French, have been drawn up and signed at Chandernagore, this fourth day of September, eighteen hundred and fifty-two.

(Sd.) W. E. BAKER.
„ S. WAUCHOPE.
„ R. B. CHAPMAN.

Acceptons, sauf la limite Est que nous estimons devoir être telle que nous l'avons indiqué en nos propositions.

(Signé) EM : COËT MORVEN.
„ GAVARDIE.

en la possession du Gouvernement français le revenu annuel de trente cinq rupies, quatorze anas, cinq gandas (35 Rs. 14 as. 5 gs.) que perçoit celui-la sur des terrains en régie dépendant du talouck de Digra, à Telenipara, situés au nord du fossé français et à diminuer d'une valeur de cent quarante quatre rupies, un ana seize gandas et demi (144 Rs. 1a. 16½ g.) le montant de la rente de 3,520 francs ou environ 1,466 rupies par année, que paie actuellement à la trésorerie d'Hougly, le Gouvernement de Chandernagor, considéré comme représentant de divers anciens Talouckdars.

Les conditions que précèdent traduites dans les deux langues anglaise et française ont été arrêtées et signées à Chandernagor le 4 Septembre 1852.

(Signé) PAUL GAVARDIE.
„ EM : COËT MORVEN.

We agree to the propositions herein contained except that on the eastern side we consider the boundary of the French territory to extend no further than the right bank of the Hooghly River.

(Sd.) W. E. BAKER.
„ S. WAUCHOPE.
„ R. B. CHAPMAN.

SCHEDULE OF VILLAGES, etc.

Name of Thana	Name of Mehal.	Names of Ryots.	Area.			Jumma.			Remarks.
			Bs.	*C.*	*Ch.*				
Baraset ...	Baraset ...	Seroo Monee Dassee	0	14	0	2	4	0	
		Parbutty Shaha	0	19	0	2	13	0	
		Mooctaram Kaoorah and his wife.	0	4	0	1	8	0	
		Sheik Bucksoo	0	14	0	1	1	0	
		Conny Badoocur	0	2	0	0	6	0	
		Roheem Badoocur	0	6	0	0	12	0	
		Areep Sarang	0	4	0	0	12	0	
		Jagoola Ostagur	0	7	0	1	5	0	
		Ca-see Nauth Moochee and his wife.	0	9	0	0	15	0	
		TOTAL	3	19	0	11	12	0	
Joogee Pookoor	Joogee Pookoor	Netye Tagore	0	6	0	0	13	0	
		Harakisto Siddanto	0	3	0	0	6	0	
		Jago Nauth Moozoomdar	0	5	0	0	12	0	
		Cassee Ram Soor	0	4	0	0	6	10	
		Ram Needhee Nundee	0	2	0	0	6	0	
		Radha Mohun Nye	0	4	0	0	6	10	
		Mudden Mohun Dula	0	3	0	0	9	0	
		Madhub Chunder Gyen	0	5	8	0	10	0	
		Sottakur Doss	0	7	0	1	0	0	
		Radha Nauth Kolea	0	7	0	1	1	0	
		Narain Doss	0	2	0	0	6	0	
		Tettoo Razee	0	6	0	0	12	0	
		Ram Soonda Patter	0	9	12	0	13	0	
		Groo Churn Nye	0	2	0	0	6	0	
		Ditto	0	7	0	0	12	0	
		Koobur Nye	0	3	0	8	0	0	
		Radha Mohun Nye	0	2	0	0	6	0	
		Dhurmo Doss Doss	0	4	0	0	10	10	
		Bydo Nath Doss	0	3	0	0	8	0	
		Luckhicanto Doss	0	7	0	0	11	0	
		Cassenauth Coloo	0	4	0	0	12	0	
		Ram Persaud Coloo	0	5	0	0	10	0	
		Bachoo Sen	0	3	0	0	6	0	
		Luchicant Dome	0	5	0	0	6	0	
		Ram Kishore Choonam	0	6	0	0	12	0	
		Gopal Choonaree	0	6	0	0	14	0	
		Bhoobun Choonaree	0	5	0	0	9	0	
		Kreepa Ram Choonaree	0	2	8	0	4	10	
		Bhreegha Choonaree	0	2	8	0	4	10	
		Anduram Choonaree	0	2	0	0	6	0	
		Manick Choonaree	0	3	0	0	6	0	
		Baucha Ram Choonaree	0	2	8	0	6	0	
		Koobar Choonaree	0	3	0	0	7	0	
		Preetram Choonaree	0	5	0	0	13	0	
		Bhrugoo Ram Choonaree	0	3	8	0	13	10	
		Huroa Payeek	0	4	8	0	9	0	
		Uckroor Payeek	0	6	0	0	9	0	

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal.	Names of Ryots.	Area. Bs. C. Ch.	Jumma.	Remarks.
Joogee Pookoor	Joogee Pookoor	Connye Sirdar	0 4 0	0 9 0	
		Mothoor and Groochurn Sirdar.	0 3 8	0 6 0	
		Bhoobnee Moochee	0 3 8	0 6 0	
		Loke Nauth Bundo	0 14 0	1 14 0	
		Ramdil Pundit	0 11 8	1 8 0	
		Neetye Tacoor	0 16 0	2 4 0	
		Rameesur Pundit	0 10 0	1 2 0	
		Neetye Tacoor	0 14 0	2 0 0	
		Ramdhun Ghose	1 0 0	2 9 0	
		Goopee Churn Sircar	1 3 0	2 8 0	
		Doya Ram Newgee	0 10 0	1 4 0	
		Byrub Chunder Dey	0 10 0	1 6 0	
		Seeboo Persaud Nundee	1 0 0	2 7 0	
		Cossee Nauth Nundee	0 18 0	2 0 0	
		Roghoo Nauth Koar	0 14 0	2 0 0	
		Radha Mohun Nye	0 19 0	2 2 0	
		Cossee Sattookur Doss	0 14 0	2 0 0	
		Cossee and Radha Mohun Dass.	0 11 0	1 9 0	
		Radha Mohun Nye	0 12 0	1 6 0	
		Gobind Chunder Nye.	0 8 0	1 2 0	
		Safullee Ram Nye	0 11 8	1 7 0	
		Radha Mohun Nye	0 6 0	0 6 0	
		Madhub Chunder Gaen	1 0 0	2 12 0	
		Ditto ditto	2 15 0	7 4 5	
		Ditto ditto	1 10 0	3 0 0	
		Radha Mohun Nye	0 12 0	1 10 0	
		Tunoo and Roghoo Kollea.	0 14 0	2 0 0	
		Sava Ram Doss	0 13 0	1 7 0	
		Bydo Nauth Kolea	0 18 0	2 4 0	
		Bhrugoo Choonaree	0 6 0	1 6 10	
		Gopal Kaorah	1 7 0	3 11 0	
		TOTAL	30 2 0	81 10 15	
Natooah	Kata Pookoor	Goluck Chunder and Calla Chunder Doss.	0 7 0	0 15 0	
		Ramdhun Biswas	0 3 0	0 7 0	
		Ditto ditto	0 5 0	0 10 0	
		Goluck Chunder Newgee	0 3 8	0 8 0	
		Ram Mohun Paul	0 17 0	2 2 16gs.	
		Baucharam Sahah	0 6 8	1 0 10	
		Gopal Chunder Kaorah	0 7 0	1 1 10	
		Neemy Doss	0 8 0	1 2 0	
		Bydonauth Ghose	0 8 0	1 2 0	
		Tilokee and Ragoonauth Koar.	0 4 0	0 9 0	
		Sobasro Ram Pawl	0 17 0	2 5 10	
		Mothoor Mohun Koar	0 9 0	1 5 7	
		Ditto ditto	0 4 4	0 11 10	
		Mothoor Mohun, Seddassur and Goluck Chunder Kolea.	0 9 8	1 6 5	

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal.	Names of Ryots.	Area. Bs.	C.	Ch.	Jumma.			Remarks.
Natcoah ...	Kata Pookoor	Dacouree Koar	0	2	8	0	5	13	
		Gopal Chunder Koar	0	8	3	1	2	2½	
		Sumbho Chunder Koar	0	8	2	1	2	2½	
		Radhoo Paul Koar	0	8	0	0	14	0	
		Jeebun Koar ...	0	9	12	1	6	0	
		Ram Soonder Koar	0	7	0	1	4	0	
		Ditto ditto	0	10	0	1	6	0	
		Kulloohur Koar	0	3	0	0	8	0	
		Ditto ditto	0	4	4	0	11	10	
		Ram Chunder Koar	0	12	8	1	12	13½	
		Cartic and Jagonauth Koar	0	11	0	1	12	10	
		Colly Churn Koar	1	1	0	3	0	0	
		Ram Soondur and Siddassur Koar.	0	15	0	2	0	0	
		Gunesh Koar and Ram Poramanick.	0	7	12	1	3	10	
		Hullodhur Bundo	0	17	14	2	6	10	
		Ditto ditto	0	5	0	0	10	10	
		Cassee Nauth Roy	0	7	8	1	1	10	
		Moochee Ram Ghose	0	11	0	1	6	0	
		Ramdhun Moochee	0	4	0	0	9	0	
		Kishore Moochee	0	2	0	0	4	0	
		Calo Moochee, son of Bacharu Moochee.	0	8	0	1	2	0	
		Bassoo Dil Moochee	0	7	0	1	0	0	
		Tiloke Moochee	0	2	0	0	4	0	
		Luckey Canto Moochee	0	2	0	0	4	0	
		Sattokur Manick	0	4	0	0	8	0	
		Jitto Moochee	0	6	0	2	1	0	
		Calla Chund Koar	0	2	0	0	4	0	
		Rughoonauth Moochee	0	4	0	0	8	0	
		Ditto ditto	0	2	0	0	4	0	
		Persaud Moochee	0	6	0	0	11	0	
		Ramchurn Moochee	0	2	0	0	6	0	
		Doyaram Moochee	0	2	0	0	5	0	
		Gour Sirdar ...	0	2	0	0	6	0	
		Nur Sing Haree	0	2	0	0	6	9	
		Subba Ram Bagdee	0	4	0	0	8	0	
		Issur Chunder Roy	0	2	0	0	5	0	
		Pores Bewar ...	0	1	0	0	3	0	
		Ram Mohun Paul	0	3	0	0	6	0	
		Sookul Moochee	0	5	0	0	7	10	
		Kurpoo Dass	0	5	0	0	13	0	
		Bachoo Dass	0	4	0	0	9	10	
		Jittoo Ghose ...	1	13	0	3	14	0	
		Bugoban Ghose	0	5	0	0	10	0	
		Ditto Jalkur		...		0	14	0	
		Kisto Persaud Chowdry	8	19	0	3	0	0	
		Safullee Ram Sing	0	16	0	2	2	0	
		Comul Dass ...	0	17	0	1	8	0	
		Ram Persaud Soor	0	7	8	1	0	0	
		TOTAL	31	13	10	65	12	11½	

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal.	Names of Ryots.	Area. Bs.	C.	Ch.	Jumma.			Remarks.
Thana Beeburhaut.	Dasspoor ...	Rassool Khan	0	11	0	1	8	0	
		Ramdhun Chuckerbutty	0	12	0	1	3	4	
		Joydeb Mullick	3	2	0	5	12	15	
		Diloo Mochulman	0	18	8	1	14	6	
		Moochee Khan	0	18	0	1	14	18gs	
		Issur Chunder Nayeek	0	1	4	0	3	0	
		Connye Moochee	0	1	0	0	4	0	
		Narain Dass	0	4	0	0	6	0	
		Seikh Pachoo	0	3	0	0	4	0	
		Kader Hosein Sirbarukar Seikh Pachoo.	0	2	0	0	4	0	
		Dabee Mullick	0	1	0	0	9	8	
		Bhuruth Ruckhit	0	2	0	0	3	0	
		Sheikh Delanund	0	5	8	0	9	12	
		Do. Finoo Ostaghur	0	4	8	0	9	12	
		Do. Assanoo	0	2	0	0	3	4	
		Naba Kartic Moochee	0	1	0	0	4	0	
		Gorah and Soobul Moochee	0	2	0	0	3	0	
		Jagote Chunder Doss	0	4	0	0	9	12	
		Lall Mohun Bytee	0	5	4	0	9	0	
		Mungul Moochee	0	5	0	0	8	0	
		Doorga Ram Moochee	0	2	0	0	3	0	
		Sooda Ram Moochee	0	2	0	0	2	10	
		My Armar ...	0	3	0	0	6	0	
		Jogote Chunder Doss	0	18	0	2	3	0	
			9	16	0	20	12	15gs	
		For Baraset	3	19	0	11	12	0	
		„ Joogee Pookoor	30	2	0	81	10	5	
		„ Kanta Pookoor	31	13	10	65	12	11½	
		„ Dass Pookoor	9	16	0	20	12	15	
		TOTAL	75	10	10	180	0	1½	

(True translation.)

(Sd.) R. B. CHAPMAN,

Assistant Collector.

No. LXXXVIII.

CONVENTION of the SIXTEENTH JULY, 1884, CONCLUDED for five years, BEGINNING on the 1ST JANUARY 1884, REGARDING the CONVERSION into an ANNUAL PAYMENT of R3,000 of the RIGHTS in CONNECTION with the OPIUM TRADE RESERVED to the FRENCH GOVERNMENT by ARTICLE 6 of the CONVENTION of the 7th MARCH 1815.

Between Monsieur Clement Thomas, Chef de Service at Chandernagore proceeding by special order of M. Grouhet, Governor of the French Establishments in India and acting in the name of the French Government,

and

Mr. Charles Edward Buckland, on the part of the Government of India, the said Mr. C. E. Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-General of India.

The following Agreement has been concluded:—

ARTICLE 1.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta 300 chests of opium at the average price obtained at the periodical sales of this article.

CONVENTION du SEIZE JUILLET 1884, CONCLUE POUR UNE DURÉE de Cinq Ans, A PARTIR du 1re JANVIER 1884, à l'effet de CONVERTIR en un PAYEMENT ANNUEL de R3,000 de le DROIT RÉSERVÉ au GOUVERNEMENT FRANÇAIS SUR le COMMERCE de L'OPIUM par L'ARTICLE 6 de la CONVENTION du 7me MARS, 1815.

Entre Monsieur Clément Thomas, Chef de Service de Chandernagor procédant avec l'autorisation spéciale de M. Grouhet, Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part,

et

Monsieur Charles Edward Buckland, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de Son Excellence le Vice-Roi et Gouverneur-Général de l'Inde, d'autre part.

A été convenu ce qui suit:—

ARTICLE 1.

Le Gouvernement Français renonce au privilége à lui réservé par l'article 6 de la Convention du 7me Mars 1815, pour l'achat à Calcutta de trois cents caisses d'opium par an au prix moyen des ventes periodiques de cet article.

ARTICLE 2.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of R. 3,000 per annum.

ARTICLE 3.

This payment will be made in moieties at the end of each six months, counting from the 1st January 1884.

ARTICLE 4.

The present Convention will remain in force for five years from the 1st January 1884.

ARTICLE 5.

The present Convention will require no ratification, and will be considered definitively concluded as soon as it has been signed by Messrs. Clement Thomas, Chef de Service at Chandernagore, and C. E. Buckland, specially delegated for the purpose by their respective Governments.

Done at Chandernagore, in duplicate, on the sixteenth day of July eighteen hundred and eighty-four.

On behalf of the Government of Idia.

(Sd.) C. E. BUCKLAND.

Le Chef de Service,

(Sd.) CLEMENT THOMAS.

ARTICLE 2.

Le Gouvernement de l'Inde en échange de cette renonciation, s'engage à payer à l'administration Française de Chandernagore une somme de trois mille roupies par an.

ARTICLE 3.

Ce payement aura lieu par moitié de semestre en semestre, à terme échu à partir du 1re Janvier 1884.

ARTICLE 4.

La présente Convention aura une durée de cinq ans, à compter du 1re Janvier 1884.

ARTICLE 5.

La présénte Convention, sans qu'il soit besoin d'aucunes autres ratifications, sera considérée comme definitivement conclue dès qu'elle aura été revêtue des signatures de MM. Clément Thomas, Chef de Service de Chandernagor, et C. E. Buckland, spécialement délégués à cet effet, par leurs Gouvernements respectifs.

Fait en double expédition à Chandernagor, le seize Juillet mil huit cent quatre-vingt quatre.

Le Chef de Service.

(Sd.) CLEMENT THOMAS.

On behelf of the Government of India.

(Sd.) C. E. BUCKLAND.

No. LXXXIX.

Opium Convention.

Convention of the 27th December 1893 concluded for five years, begin-

Convention rélative à l'opium.

Convention du 27 Décembre 1893, conclue pour une durée de

ning on the 1st January 1894, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore.

Between Monsieur G. Aubry Lecomte, Principal Administrator at Chandernagore, proceeding by special order of the Governor of the French Settlements in India, and acting in the name of the French Government on the one part.

And Mr. A. W. B. Power, Commissioner of Burdwan, on the part of the Government of India, the said Mr. A. W. B. Power, having special authority for the purpose from His Excellency the Viceroy and Governor-General of India on the other part, the following agreement has been concluded.

ARTICLE I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this article.

ARTICLE II.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum.

cinq ans a partir du 1re Janvier 1894, à l'effet de convertir en un payement annuel de trois mille roupies le droit réservé au Gouvernement français sur le commerce de l'opium par l'article 6 de la Convention du 7 Mars 1815, et en vue dé prévenir l'introduction frauduleuse de l'opium à Chandernagor.

Entre Monsieur G. Aubry-Lecomte, Administrateur Principal de Chandernagor, procédant avec l'autorisation spéciale de M. le Gouverneur des Etablisements Français dans l'Inde et agissant au nom du Gouvernement Français d'une part.

Et Monsieur A. W. B. Power, Commissaire de Burdwan délégué du Gouvernement de l'Inde et procédant avec l'autorisation spéciale de Son Excellence le Viceroi et Gouverneur Général de l'Inde d'autre part, a été convenu ce qui suit.

ARTICLE I.

Le Gouvernement Français renonce au privilège à lui réserve par l'article 6 de la Convention du 7 Mars 1815 pour l'achat à Calcutta de trois cents caisses d'opium par an au prix moyen des ventes périodiques de cet article.

ARTICLE II.

Le Gouvernement de l'Inde, en échange de cette renonciation, s'engage à payer à l'Administration Française de Chandernagore une somme de troie mille roupies par an.

ARTICLE III.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore, the obligation not to introduce into that Settlement for consumption or for any other purpose, or to possess or to export, or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorized to sell this product on English territory adjoining Chandernagore.

The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person whether through importation of foreign opium by sea or through any other means.

The French authorities further engage generally to use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory in any opium but that which has been brought from the Hooghly Collectorate.

ARTICLE IV.

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value, which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug.

ARTICLE III.

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor, l'obligation de n'introduire dans cet Etablissement pour consommation ou pour tout autre but, ou de n'avoir ou exporter, ou vendre dans sa boutique autre opium que celui manufacturé pour le compte du Gouvernement Anglais et fourni par le Collectorat d'Hoogly, au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagore.

Les Autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette obligation par le fermier ou par toute autre personne soit au moyen d'importation de l'opium étranger par mer ou par tout autre moyen.

Les Autorités Françaises s'engagent généralement, à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation soit dans l'exportation entre Chandernagor et le territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hoogly.

ARTICLE IV.

Tout opium de contrebande saisi sur le territoire Française sera livré au Collecteur d'Hoogly, contre payement de sa valeur, calculé sur le même taux que celui accordé dans l'Inde Britannique en payement de la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette maitière.

ARTICLE V.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India the English Government engage to pay to the Administration of Chandernagore annually and in two instalments an indemnity fixed, at a round sum, at two thousand rupees.

ARTICLE VI.

The payments mentioned above in Articles II and V will both be made in moieties at the end of each six months counting from the 1st January 1894.

ARTICLE VII.

The present Convention shall have a duration of five years to be calculated from the 1st January 1894.

ARTICLE VIII.

The present Convention shall, with out requiring any other ratification, be considered to be definitely concluded, for a period of five years to be calculated from the first of January 1894, as soon as it shall have been signed by Monsieur G. Aubry Lecomte, Principal Administrator of Chandernagore, and Mr. A. W. B. Power, Commissioner of Burdwan, specially delegated for this purpose by their respective Governments.

Done at Chandernagore in duplicate on the twenty-seventh December one thousand eight hundred and ninety-three.

A. W. B. POWER.

ARTICLE V.

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à paye annuellement et en deux termes à l'Administration de Chandernagor, une indemnité fixée à forfait àdeux mille roupies.

ARTICLE VI.

Les deux payements déjà cités dans les Articles II et V auront lieu par moitié, de semestre en semestre, à terme échu à partir du 1re Janvier 1894.

ARTICLE VII.

La présente Convention aura une durée de cinq ans à compter du 1re Janvier 1894.

ARTICLE VIII.

La présente convention sans qu'il soit besoin d'aucune autre ratification, sera considérée comme définitivement conclue pour une période de cinq ans à compter du premier Janvier 1894 dès qu'elle aura été revêtue des signatures de Monsieur G. Aubry-Lecomte, Administrateur Principal de Chandernagor et Monsieur A. W. B. Power, Commissaire de Burdwan, spécialement délégués à cet effet par leurs Gouvernements respectifs.

Fait en double expédition à Chandernagor, le vingt-sept Decembre mil huit cent quatre-vinget treize.

G. AUBRY-LECOMTE.

No. XC.

Opium Convention.

CONVENTION of the 18th March 1905 concluded for two years, beginning on the 1st January, 1905, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March, 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore.

Between Mr. Victor Bernard, Administrator of Chandernagore, proceeding by special order of the Governor of the French settlements in India, and acting in the name of the French Government, on the one part;

And Mr. Walsh, Officiating Commissioner of the Burdwan Division, on the part of the Government of India, the said Mr. Walsh having special authority for the purpose from His Excellency the Viceroy and Governor-General of India, on the other part, the following agreement has been concluded:

Article I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this article.

Convention Relative a L'opium.

CONVENTION du 18 Mars, 1905 conclue pour une durée de deux ans partir du 1er Janvier, 1905, à l'effet de convertir en un payement annuel de trois mille roupies le droit réservé au Gouvernement Français sur le Commerce de l'opium par l'Article 6 de la Convention du 7 Mars, 1815 et en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor—

Entre Monsieur Victor Bernard, Administrateur de Chandernagor procédant avec l'autorisation spéciale de M. le Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part;

Et Monsieur Walsh, faisant fonctions de Commissaire de la Division de Burdwan délégué du Gouvernement de l'Inde et procédant avec l'autorisation spéciale de Son Excellence le Vice-roi et Gouverneur Général de l'Inde, d'autre part, a été convenu ce qui suit;

Article I.

Le Gouvernement Français renonce au privilége à lui réservé par l'Article 6 de la Convention du 7 Mars 1815 pour l'achat de trois cents caisses d'opium par an, au prix moyen des ventes périodiques de cet article.

ARTICLE II.

The Government of India, in exchange of this renunciation, agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum.

ARTICLE III.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore, the obligation not to introduce into that settlement for consumption or for any other purpose, or to possess, or to export, or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorised to sell this product on English territory, adjoining Chandernagore.

The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person whether through importation of foreign opium by sea or through any other means.

The French authorities further engage generally to use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory, in any opium but that which has been brought from the Hooghly Collectorate.

ARTICLE II.

Le Gouvernement de l'Inde, en échange de cette renonciation, s'engage à payer à l'Administration Française de Chandernagor, une somme de trois mille roupies par an.

ARTICLE III.

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor l'obligation de n'introduire dans cet Etablissement, pour consommation ou pour tout autre but, ou de n'avoir ou exporter ou vendre dans sa boutique autre opium due celui manufacturé le pour compte du Gouvernement Anglais et fourni par le Collectorat d'Hoogly au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagor.

Les Autorités Franaçaises useront de leur pouvoir de prévenir toute contravention à cette obligation par le fermier ou par toute autre personne, soit au moyen d'importation de l'opium étranger par mer ou par tout autre moyen.

Les Autorités Françaises s'engagent généralement à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation, soit dans l'exportation entre Chandernagor et la territoire Anglais tout Autre opium que celui qui a été introduit du Collectorat d'Hoogly.

ARTICLE IV.

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value, which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug.

ARTICLE V.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India, the English Government engage to pay to the Administration of Chandernagore annually and in two instalments, an indemnity fixed at a round sum at two thousand rupees.

ARTICLE VI.

The payments mentioned above in Articles II and V will both be made in moieties, at the end of each six months, counting from the 1st January, 1905.

ARTICLE VII.

The present Convention shall have a duration of two years, to be calculated from the 1st January, 1905.

ARTICLE VIII.

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded for a period of two years to be calculated from the 1st January 1905, as soon as

ARTICLE IV.

Tout opium de contrabande saisi sur le territoire Français sera livré au Collecteur d'Hoogly contre payement de sa valeur calculé sur le même taux que celui accordé dans l'Inde Britannique en payment de la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette matière.

ARTICLE V.

En compensation du préjudice que l'obligation imposeé au fermier Français peut occasionner au budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor une indemnité fixée à forfait à deux mille roupies.

ARTICLE VI

Les deux payements déjà cités dans les Articles II et V auront lieu par moitié, de semestre en semestre, à terme échu, à partir du 1er Janvier 1905.

ARTICLE VII.

La présente Convention aura une durée de deux ans à compter du 1er Janvier 1905.

ARTICLE VIII.

La présente Convention, sans qu'il soit besoin d'aucune autre ratification, sera considérée comme définitivement conclue pour une période de deux ans à compter du 1er

it shall have been signed by Mr. Victor Bernard, Administrator of Chandernagore, and Mr. Walsh, Officiating Commissioner of the Burdwan Division, specially delegated for this purpose by their respective Governments.

Done at Chandernagore in duplicate on the 18th March, 1905.

V. BERNARD.

E. H WALSH.

Janvier 1905, dès qu'elle aura été revêtue des signatures de Monsieur Victor Bernard, Administrateur de Chandernagor, et Monsieur Walsh, faisant fonctions de Commissaire de la Division de Burdwan spécialement délégués à cet effet par leurs Gouvernements respectifs.

Fait en double expédition, à Chandernagor, le 18 Mars, 1905.

V. BERNARD.

E. H. WALSH.

II.—KUCH BEHAR.

The Rajas of Kuch Behar probably belong to the non-Aryan tribe of Koch, a people of Tibetan or Dravidian origin, now largely scattered on the North-Eastern Frontier. More than three centuries ago two brothers named Bisu Singh and Sisu Singh established by their conquests a principality in the North-Eastern part of India. The former is the immediate ancestor of the Rajas and of the Nazir Deos, or Ministers, of Kuch Behar. Bisu Singh's son, Nar Narayan, extended his sway eastwards over Lower Assam, and at this time the Koch territories must have embraced the greater part of the Dinajpur, Rangpur, and other districts, once forming the Aryan kingdom of Kamrup, which the Afghan King of Bengal overthrew in 1489. About 1603 the Moghal armies greatly encroached on the little State of Behar, until at about the beginning of the eighteenth century the Raja's dominions were reduced to their present limits.

The British Government came in contact with Kuch Behar in 1772. The Bhutanese, whose trade with Bengal was carried on through the countries occupied by the Koch Chiefs, appear to have always maintained a connection with Kuch Behar, and to have occasionally interfered in its affairs. Some years previous to 1772 the then Raja of Kuch Behar, Dhairjendra Narayan, who had a dispute regarding succession with his brother Ram Narayan, deprived the latter of the appointment of Minister. Ram Narayan appealed to the Bhutanese and was re-instated by them. Ram Narayan was, however, subsequently put to death by the Raja, whom the Bhutanese then carried off to the hills, appointing his brother, Rajendra Narayan, as Raja in his place. On the death of Rajendra Narayan shortly afterwards the Nazir Deo set up Dharendra Narayan, son of Dhairjendra Narayan, as Raja. The Bhutanese had on their side appointed to the gadi Brajendra Narayan, the son of the captive Raja's elder brother; each party proceeded to support their nominee, and the Nazir Deo, being worsted and driven out of the country, applied to the East India Company for aid. This was granted after the Nazir Deo had in 1773 concluded, in the name of Dharendra Narayan, a Treaty (No. XCI) by which the Raja agreed to acknowledge subjection to the British Government; to allow the Kuch Behar country to be annexed to Bengal; and to make over to the British Government one-half of the annual revenues of Kuch Behar for ever. The other moiety he was to retain on condition of remaining firm in his allegiance to the British Government, who, on the other hand, bound themselves to assist the Raja with troops whenever he might require them

for the defence of the country, the Raja bearing the expense. Captain Jones, with a small force of sepoys, then proceeded to Kuch Behar, dispossessed the Bhutanese, and pursuing them to the hills compelled them to make terms with the British Government. A Treaty (see Vol. II, Bhutan) was concluded with Bhutan in 1774, and, agreeably to one of its articles, Raja Dhairjendra Narayan was released from confinement. Though in 1776 a Sanad (No. XCII) was granted to Raja Dhairjendra Narayan conferring on him the zamindari of Kuch Behar, he did not re-assume the government of the State until the death of his son, Dharendra Narayan, which occurred in 1780. Raja Dhairjendra Narayan died in 1783, and was succeeded by his son, Harendra Narayan, an infant. Disturbances ensued, and in 1788 two Commissioners were sent to conduct a local enquiry, and on receipt of their report a British Commissioner was appointed to the management of the State. The Raja came of age in 1800, and the Commissioner was withdrawn. As, however, the Raja could not manage the affairs of the State, Commissioners were re-appointed in 1802, and again in 1805, 1813, and 1817, to supervise the administration. The British Government, however, decided in February 1816 to abstain from all interference, except in the form of advice and representation, in the unlimited management of the affairs of the State, and to restrict the powers of the Commissioner to the exercise of diplomatic functions only. These powers eventually devolved on the Governor-General's Agent, North-East Frontier. Harendra Narayan died at Benares in 1839. Shivendra Narayan, a natural son of the deceased Raja, was then placed upon the gadi. Before his death he adopted one of his brother's sons named Narendra Narayan, who succeeded him in 1847. Narendra Narayan being at this time about four years old, the State was governed by Brajendra Narayan Kumar, brother of the late Raja, as Regent. He died in 1857, and the two widows of Raja Shivendra Narayan undertook the management of affairs. In 1862 Raja Narendra Narayan received a Sanad (No. XCIII) guaranteeing to him the right of adoption. He died in August 1863, in the twentieth year of his age, and was succeeded by his son, Nripendra Narayan, who was born on the 4th October 1862.

In 1873 a question arose as to whether Kuch Behar should be designated a "State", an "Estate", or a "Raj"; the decision was that the designation "State," which had been used in the adoption Sanad granted to the Raja of Kuch Behar by Lord Canning, should remain unaltered. Kuch Behar now therefore bears the designation "State."

During the present Maharaja's minority the State was managed by the Commissioner of Kuch Behar and Rajshahi, and an officer, corresponding in position to a Deputy Commissioner of a non-regulation district in British territory, was in immediate charge. The State and its people prospered remarkably during the British administration. The annual revenue demand on all accounts increased from Rs. 3,37,025 to Rs. 11,26,343; the British rupee was made the legal tender in the State; an improved system of land settlement and the general principles of administration in force in British districts were introduced, without interfering with any special local customs and traditions; subdivisions were established; the police were re-organised; numerous schools were opened; the postal department was placed under the Post-Master-General of Bengal; a line of telegraph was carried through the State; considerable sums were spent on roads, bridges, and public offices, and large savings in Government securities were made over to the Maharaja on his installation.

In 1878 Nripendra Narayan married the eldest daughter of Babu Keshab Chandra Sen of Calcutta. In February 1880 he was made a Maharaja Bahadur, and came of age in 1883, when he was installed as a Ruling Chief.

In June 1884 His Excellency the Viceroy and Governor-General granted a sanad declaring hereditary the title of Maharaja Bahadur, which had been conferred in 1880 upon Nripendra Narayan, and authorizing the assumption of this style by future rulers on the formal recognition by the Government of their succession. The Maharaja's assumption of the distinctive titles of "His Highness" and "Bhup Bahadur," by which designations he is to be addressed in all official correspondence, were also sanctioned; the latter title, which is an old family distinction, was thus formally recognised.

In 1887, on the occasion of the Jubilee of the late Queen-Empress, Maharaja Nripendra Narayan visited England, accompanied by the Maharani. On the 18th May 1887 the Maharani was appointed a Member of the Order of the Crown of India. On the 29th July of the same year the Maharaja was made an Honorary Lieutenant-Colonel of the 6th Regiment of Bengal Cavalry, and on the 23rd February 1888 the decoration of Knight Grand Commander of the Indian Empire was conferred on him. The Maharaja served in the Tirah expedition of 1897-98 on the personal staff of General Yeatman-Biggs, and was present at the action of Dargai and Samana. In

recognition of his services he was created a Companion of the Order of the Bath. He also volunteered for service in South Africa, but Government were unable to avail themselves of the offer. On the 11th January 1902 he was appointed an Honorary Aide-de-Camp to His Majesty the King-Emperor, and in that capacity he attended His Majesty's Coronation in the same year. On the same date he was given the honorary rank of Colonel. He was present at the Imperial Darbar held at Delhi on the 1st January 1903. The Maharaja's eldest son and heir, Maharaj-Kumar Raj Rajendra Narayan was born in 1882, and was educated at Eton and Christ Church, Oxford. He was granted the honorary rank of Lieutenant in the Army in 1902, and joined the Imperial Cadet Corps in July 1903.

When the Maharaja attained his majority in 1883, the Government of India consented to his request that the services of the officer, who had been in charge of the State during his minority, might be retained by him as Manager of the State. Ever since that date this post has been continued by the Maharaja and filled by officers lent to him by Government. In 1885 the Manager was appointed, under Section 6, Act XXI of 1879, to be a Justice of the Peace for the territory of Kuch Behar, with powers to commit to the Sessions Court, Rangpur. In 1899, however, the Court to which he was to commit cases was changed to the High Court, Calcutta.

In 1885 the Commissioner of Rajshahi had been given the powers of a Political Agent for the State, under Chapters IV and V of Act XXI of 1879. On the transfer of the Rajshahi Division to the Province of Eastern Bengal and Assam in 1905, the Commissioner of Bhagalpur was appointed Political Agent.

In 1894 a narrow-gauge railway was constructed connecting Kuch Behar with the Eastern Bengal Railway system at Mogalhat. It was afterwards extended to the boundaries of the State, and then by Government to the foot of the Bhutan Hills on the Western Duars in the Jalpaiguri district. The line has been managed by the Eastern Bengal State Railway Administration in accordance with an Agreement (No. XCIV) entered into in 1903, between the Secretary of State for India and the Maharaja. The agreement expired on the 31st December 1905, and its renewal is under consideration.

In 1899 the Maharaja ceded jurisdiction of every kind over the lands in his State which are, or may hereafter be, occupied by the Bengal Duars Railway (No. XCV). In 1901 a similar cession was made in respect of the lands required in the Kuch Behar State for the Eastern Bengal State Railway (No. XCVI).

The Maharaja is assisted in the government of his State by a Council of which he is the President. The Superintendent of the State is Vice-President, and the Diwan and the Civil Judge are Members.

The State pays a tribute of Rs. 67,700-15-0. This amount was permanently fixed in 1780.

The area of the State is 1,307 square miles ; and the population, as ascertained by the census of 1901, is 566,974. A land revenue settlement was concluded during the minority of the present Maharaja, terminable in 1883-84, and extended by him to 1888-89, when a re-settlement was made for a period of 30 years, by which an increase of more than 2¾ lakhs was obtained. The revenue from all sources for 1905-06 was Rs. 24,15,679, which includes the income from the estates owned by the Maharaja in British territory.

The State maintains (1905) a military force of 13 cavalry, 174 infantry, 7 artillery men, 4 serviceable guns, and 100 armed police.

The Maharaja receives a salute of 13 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

The State is liable to the nazarana rules.

No. XCI.

TREATY with the RAJAH of COOCH BEHAR.

ARTICLES of TREATY between the HONORABLE EAST INDIA COMPANY and DURRINDER NARAIN, RAJAH of COOCH BEHAR,—1773.

Durrinder Narain, Rajah of Cooch Behar, having represented to the Honorable the President and Council of Calcutta the present distressed state of the country, owing to its being harassed by the neighbouring independent Rajahs, who are in league to depose him, the Honorable the President and Council, from a love of justice and desire of assisting the distressed, have agreed to send a force, consisting of four Companies of Sepoys and a field piece for the protection of the said Rajah and his country against his enemies, and the following conditions are mutually agreed on:—

1st.—That the said Rajah will immediately pay into the hands of the Collector of Rungpoor 50,000 Rupees, to defray the expenses of the force sent to assist him.

2nd.—That if more than 50,000 Rupees are expended, the Rajah will make it good to the Honorable the English East India Company, but in case any part of it remains unexpended that it be delivered back.

3rd.—That the Rajah will acknowledge subjection to the English East India Company upon his country being cleared of his enemies, and will allow the Cooch Behar country to be annexed to the Province of Bengal.

4th.—That the Rajah further agrees to make over to the English East India Company one-half of the annual revenues of Cooch Behar for ever.

5th.—That the other moiety shall remain to the Rajah and his heirs for ever, provided he is firm in his allegiance to the Honorable United East India Company.

6th.—That in order to ascertain the value of the Cooch Behar country, the Rajah will deliver a fair hustabood of his district into the hands of such person as the Honorable the President and Council of Calcutta shall think proper to depute for that purpose, upon which valuation the annual malguzary, which the Rajah is to pay, shall be established.

7th.—That the amount of the malguzary, settled by such person as the Honorable the East India Company shall depute, shall be perpetual.

8th.—That the Honorable English East India Company shall always assist the said Rajah with a force when he has occasion for it for the defence of the country, the Rajah bearing the expense.

9th.—That this Treaty shall remain in force for the space of two years, or till such time as advices may be received from the Court of Directors, empowering the President and Council to ratify the same for ever.

This Treaty signed, sealed, and concluded by the Honorable the President and Council at Fort William, the fifth day of April 1773, on the one part, and by Durrinder Narain, Rajah of Cooch Behar, at Behyar Fort, the 6th Maug 1179 Bengal style, on the other part.

No. XCII.

TRANSLATION of a SUNNUD under the seal of the HON'BLE ENGLISH COMPANY, dated the 13th of February 1776 A.D, corresponding with the 4th of Fagoon 1182 Bungla, and the 22nd of Zilhijeh of the 17th year of His Majesty's reign.

Be it known to all mutsuddies at present holding important trusts, or who may be hereafter appointed thereto, and to all kanongoos and moqudums and ryots and cultivators and other inhabitants and natives of Surkar Cooch Behar, in the Soubah of Bengal, the paradise of countries, that as the orders of the gentlemen in Council have been issued, that a Sunnud for the zemindaree of the above Surkar should be granted to Dhujinder Narain, accordingly (the above person) having agreed to pay the peshcush of Government of fifty gold-mohurs agreeably to the order, the office of zemindar of the above Surkar, vacated by (the death of) Durrinder Narain, has been granted, confirmed to, and bestowed upon Dhujinder Narain; that observing the duties and usages of the office and the rules of the truth and dignity, he depart not in the minutest particular from a vigilant and prudent conduct, but avoiding sloth and consulting the interest of the ryots and inhabitants, and conciliating their affections, that he so conduct himself that his utmost endeavours may be exerted for the increase of cultivation and the improvement of the revenue. He must further pay great attention to expelling and punishing offenders, so that the least vestige of thieves and robbers may not be found within his limits; and take particular care of the highways, so that travellers and strangers may go and come with perfect confidence and safety. God forbid that the property of any one should be stolen or plundered: but should such a case occur, he must seize the thieves or robbers and the property, delivering up the goods to the owner and the offenders to justice; and if he cannot find (the thieves and the goods), he must answer for the party himself. He must also take care that no one indulge in forbidden practices within his limits. He must pay the revenue, regularly year after year at the stated period; and at the end of the year according to custom, he will receive credit for his payments. He will further abstain from the collection of all exactions or (*sic*) forbidden by Government. You are hereby required to acknowledge the above person as zemindar of the above Surkar, and to consider him as vested with the powers and appendages thereof. On this point paying the strictest obedience, you will act as above directed.

On the 17th of February 1776 A.D., corresponding with the 8th Fagoon 1182 Bungla, and the 26th of Zilhijeh in the 17th year of His Majesty's reign, the copy was received in the Dufter.

(True translation.)

(Sd.) D. SCOTT,

Commissioner.

1819.

No. XCIII.

SUNNUD granted to the RAJAH of COOCH BEHAR.—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindoo law and the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

No XCIV.

AGREEMENT between the SECRETARY of STATE in COUNCIL for INDIA and HIS HIGHNESS the MAHARAJAH of COOCH BEHAR, for the working of the Cooch Behar State Railway by the Eastern Bengal State Railway Administration.

1. The Eastern Bengal State railway shall maintain and work the Cooch Behar State railway under this agreement for a period of five years from 1st January 1901, and shall have the entire control of the trains and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the railway. For the performance of this work the Eastern Bengal State railway will receive 40 per cent. of the gross earnings, the balance 60 per cent. of the gross earnings to be made over to His Highness the Maharajah as soon as possible after the half-yearly accounts are rendered at the close of each half-year; provided that when the stock of the Eastern Bengal State railway is used for the conveyance of any traffic on the Cooch Behar State railway the Eastern Bengal State railway will receive and retain up to, but not exceeding, 45 per cent. of the gross earnings obtained from the use of such stock.

2. The sum of 40 per cent. of the gross earnings will cover the cost of Revenue New Minor Works up to the limit of Rs. 30 per mile per annum and also the cost of the supervision of Capital Works when no extra establishment is entertained beyond that employed in the ordinary maintenance of the line. When additional establishment is required for the supervision of Capital Works, the actual cost of such establishment will be provided in the estimates in accordance with the practice on the Eastern Bengal State railway.

3. Out of the sum of 40 per cent. of the gross earnings, the Eastern

Bengal State railway shall meet the charges levied by the Telegraph Department for telegraph wires and instruments supplied to the Cooch Behar State railway.

State railway rules for working the telegraph lines and for the issue of free passes will be observed as heretofore.

4. All communications between the Cooch Behar Durbar and the Eastern Bengal State railway under this agreement shall be direct, any difference of opinion being forwarded for orders to the Government of India. For the purpose of this agreement the Manager of the Eastern Bengal State railway shall undertake the same general duties with respect to the Cooch Behar State railway as are entrusted to him with respect to the Eastern Bengal State railway.

5. The Cooch Behar State railway shall be subject in all respects to the same control by the Government of India as the Eastern Bengal State railway.

6. Any additions or alterations to the works, rolling-stock, plant or furniture of the Cooch Behar State railway, the cost of which are not chargeable under paragraph 2, which may be required for the due completion and equipment of the line, or which may, from time to time, be found necessary, shall be carried out by or at the cost of His Highness the Maharajah. The incidence of charge whether to Capital or Revenue will be governed by the same rules as obtain on the Eastern Bengal State railway.

7. The Eastern Bengal State railway shall be responsible for the collection of all the revenue appertaining to the Cooch Behar State railway and shall pay the same into the Government treasuries as may be found convenient.

8. The Eastern Bengal State railway shall furnish the Cooch Behar Durbar with a weekly return of the approximate earnings of the Cooch Behar State railway (Form St. 1), and at the close of each half-year with an account of receipts and expenditure in suitable detail.

9. The Eastern Bengal State railway shall during the currency of this agreement have full control over the rates and fares on the Cooch Behar State railway subject to the maxima and minima prescribed by the Government of India which are exhibited in Schedule A attached to this agreement.

10. Schedule B attached to this agreement shows the mileage for charge between stations which is to apply from the 1st January 1901 until the date of opening of the Dharlla Bridge. After the date of opening of the Dharlla Bridge the mileage for charge in Schedule C will apply.

11. Through goods rates shall be the sum of the local rates, but in special cases a lower through rate may be charged if considered desirable by the Eastern Bengal State railway, division being ordinarily made on a mileage proportion after deducting the terminals—

(1) The rates charged to the Cooch Behar State railway for carriage of all stores and materials for Capital and Revenue Works, respectively, shall be the same as charged to the Eastern Bengal State railway for similar services.

(2) For conveyance of mails over the Cooch Behar State railway charges shall be made to the Postal Department in accordance with the rules in force on State railways.

12. The cost of the police force required for the maintenance of law and order on the Cooch Behar State railway shall be borne by His Highness the Maharajah and recovered from the earnings due to the Cooch Behar State railway.

13. The Indian Railways Act (IX of 1890), already introduced into the State by the Council notification of the 20th March 1894, and the standing regulations of the Eastern Bengal State railway as approved by the Governor General in Council under the Indian Railways Act (IX of 1890), shall apply to the Cooch Behar State railway. The above Act and regulations shall constitute the law in force on the Cooch Behar State railway under which offences and actions affecting the Eastern Bengal State railway or their servants shall be tried; all such offences shall be tried by duly constituted Magistrates appointed by His Highness the Maharajah, subject to appeal to higher authorities, and all railway servants employed on the Cooch Behar State railway shall have the protection enjoyed by British subjects.

Manager.

CALCUTTA:

The *190*

(Here follow Schedules A, B, and C.)

No. XCV.

AGREEMENT entered into by the MAHARAJA of COOCH BEHAR, regarding the cession of jurisdiction over the lands required in the COOCH BEHAR STATE for the BENGAL-DOOARS RAILWAY,—1899.

I, Nripendra Narayan Bhup, Maharaja of Cooch Behar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Bengal-Dooars Railway, (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

THE PALACE, COOCH BEHAR;
The 20th of June 1899.

NRIPENDRA N. BHUP,
Maharaja of Cooch Behar.

No. XCVI.

AGREEMENT entered into by the MAHARAJA of COOCH BEHAR, regarding the cession of jurisdiction over the lands required in the COOCH BEHAR STATE for the EASTERN BENGAL STATE RAILWAY,—1901.

Office of His Highness the Maharaja Bhup Bahadur of Cooch Behar.

I, Nripendra Narayan Bhup, of Cooch Behar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Eastern Bengal State Railway (including all lands occupied for stations, outbuildings and other railway purposes) and over all persons and things whatsoever within the said lands.

COOCH BEHAR;
The 26th February 1901.

NRIPENDRA N. BHUP,
Maharaja Bhup Bahadur of Cooch Behar.

III.—TRIBUTARY AND FEUDATORY STATES OF ORISSA.

Of the twenty-four States detailed in the margin, two, Bonai and Gangpur were, until the partition of Bengal in October 1905, under the Commissioner of Chota Nagpur, and five, Bamra, Kalahandi, Patna, Rairakhol, and Sonpur, under the Commissioner of Chhattisgarh. In 1906 a Political Agent was appointed for the twenty-four States. He is subordinate to the Commissioner of Orissa.

1. Athgarh.
2. Athmallik.
3. Baramba.
4. Bod.
5. Daspalla (with Jormu).
6. Dhenkanal.
7. Hindol.
8. Keunjhar.
9. Khandpara.
10. Morbhanj.
11. Narsinghpur.
12. Nayagarh.
13. Nilgiri.
14. Pal Lahara.
15. Ranpur.
16. Talcher.
17. Tigaria.
18. Bonai.
19. Gangpur.
20. Bamra.
21. Kalahandi or Karond.
22. Patna.
23. Rairakhol.
24. Sonpur.

The first seventeen were formerly known as the Tributary Mahals of Orissa, and were under the supervision of the Commissioner of Orissa, as *ex-officio* Superintendent of the Tributary Mahals. Bod and Athmallik were transferred to the control of the Superintendent in 1837 from the jurisdiction of the South-Western Frontier Agency, to which Gangpur and Bonai also belonged at one time. Angul and Banki were also formerly included among the Tributary Mahals, but in 1839 the Raja of Banki was found guilty of murder, was deposed, and his State declared forfeited, while in 1848 the Raja of Angul was likewise deposed for aiding the malcontents of Bod in their opposition to those officers of Government who were engaged in suppressing human sacrifices, and for making preparations to wage war against Government. Banki was, by Act XXV of 1881, incorporated with the district of Cuttack, while Angul was formed into a scheduled district under Act XIV of 1874, and is now, with the Khandmals, a separate district, under Regulation I of 1894.

The Office of Superintendent was created in 1814. In 1839 and 1840 rules were framed for the administration of civil and criminal justice in the Killahs; and the Government of India directed that the Superintendent was to be guided by the spirit of these rules, which abolished sati and human sacrifices, and deprived the Rajas of the power of life and death and of making war, though in other respects leaving them the power of local control.

Until the year 1803 the Tributary Chiefs of Orissa were feudatories of the Raja of Nagpur. During the Maratha war of that year a small force marched from Ganjam and took the town of Cuttack on the 10th October 1803.

Balasor had been already captured on the 21st September in the same year. When the plains of Orissa had been brought under British rule negotiations were entered into with the Hill Chiefs, and in November 1803 treaty engagements were executed by, and kaulnamas given to, the Rajas of Narsinghpur, Tigaria, Dhenkanal, Ranpur, Baramba, Khandpara, Nayagarh, Talcher, Daspalla, Athgarh, Nilgiri, Hindol, Banki, and Angul (Nos. XCVII-XCVIII).

Meanwhile, on the 2nd November 1803, the Marathas were defeated at the Barmul Pass, and the Rajas of Bod and Sonpur tendered their submission to the British Government. In a treaty dated the 17th December 1803 between the East India Company and Sena Sahib Suba Raghuji Bhonsla, it was stipulated that the engagements which the British Government had made with the feudatories of the Sena Sahib Suba in Orissa were to be confirmed, and that a list of the persons with whom such engagements had been made was to be given to the Sena Sahib Suba when the treaty was ratified by the Governor-General in Council.

In the Regulations of 1805 all the Tributary States of Orissa, except Bod, Pal-Lahara, and Athmallik (of which no mention was made) were exempted from the operation of the Bengal Regulations.

In 1842 all the eventeen States, except Khandpara, agreed to suppress sati (No. XCIX).

In 1862 Sanads (No. C) were granted to all the Chiefs guaranteeing to them the right of adoption, and in 1874 the hereditary title of Raja was conferred on them all (No. CI).

The Chiefs of the Mahals were persuaded in 1875 to abandon all monopoly of salt and all restrictions on its free transit through, or sale in, their territories. No agreements, however, were taken on the subject.

In 1888 it was decided by the Secretary of State in Council, in accordance with a ruling of the High Court in the case of Morbhanj, that these seventeen States do not form part of British India, and, in consequence of this decision, new Sanads (Nos. CII to CXVIII) were given on the 27th October 1894 to all the Chiefs, defining their status, powers, and position.

The powers exercised by British Courts in respect of criminal cases arising in the Mahals have been regularised by the Notification No. 3431-I., dated the 5th September 1892, by the Government of India, Foreign

Department, and the law and procedure to be observed in the exercise of this jurisdiction have been indicated in Notification No. 1375-I.B., dated the 21st March 1900, by the Government of India, Foreign Department.

(1) ATHGARH.

Athgarh appears as Atzur in the treaties and engagements made with this State up till 1894, when a new Sanad (No. CII) was granted to Raja Sri Karan Raghunath Babarta Patnaik, who died on 25th January 1896. He was succeeded by his younger brother, the present Chief, Sri Karan Biswanath Babarta Patnaik, born on the 12th August 1851.

The area of the State is 168 square miles; revenue Rs. 49,802; population, by the census of 1901, 43,784; and tribute Rs. 2,800. It has (1905) 23 armed police.

(2) ATHMALLIK.

In the early treaties Athmallik was dealt with as a tributary of Bod, and the Treaty of the 3rd March 1804, and the Counter-Engagement of the same date (Nos. CXIX and CXX), were made with Raja Bishambhar Deo of Bod and Athmallik. But in 1819 a separate Kabuliat was executed by Lachandra, then styled *Sawant* of Athmallik, fixing his tribute for 3 years (No. CXXI). All subsequent agreements were made with Athmallik independent of Bod. The Sati Sanad of 1842 (see No. XCIX) was executed by the *Zamindar* of Athmallik, but in 1874 he was granted the hereditary title of Raja, along with the rest of the 17 Chiefs (see No. CI). In 1875 Raja Jogindra Sawant was given a Sanad (No. CXXII) renewing for 20 years the settlement of his State which had been made in 1819. A further renewal was made unnecessary by the grant of the Sanad of 1894 (No. CIII) which fixed his tribute permanently.

In 1890 the late Chief, Mahendra Deo Samant, was given the title of Maharaja as a personal distinction. He died on the 2nd November 1901, and was succeeded by his son, Bibhudendra Deo Samant, who was born on the 25th May 1874.

The area of the State is 730 square miles; revenue Rs. 81,396; population, by the census of 1901, 40,753; and tribute Rs. 480. It has (1905) 6 armed police and 1 serviceable gun.

The State is liable to the nazarana rules.

(3) BARAMBA.

The State is under Government management owing to the incapacity of the present Chief, Raja Bishambhar Birbar Mangraj Mahapatra, who was born on the 12th April 1880, and succeeded his father, Raja Dasruthi Birbar Mangraj Mahapatra, on his death in July 1881.

The area of the State is 134 square miles ; revenue Rs. 42,492 ; population, by the census of 1901, 38,260 ; and tribute Rs. 1,397-15-5. It possesses (1905) 2 armed police.

(4) BOD.

A treaty was made with, and counter-engagement given to, the Raja of Bod and Athmallik, Bishambhar Deo, on the 3rd March 1804 (see Athmallik). In 1821 Raja Chandra Sikhur Deo executed a Kabuliat (No. CXXIII) in which his tribute was fixed for five years. The same Chief executed an Agreement (No. CXXIV) in 1827, accepting the obligation of certain police and judicial duties within his State.

In 1855 it was found that the Kandhs of the highlands of Bod, known as the Kandhmals, had for some years past ceased to render allegiance to the Raja of Bod, who himself admitted that he had no power in the country and was not in possession of it. It was also found that some of the tribal chiefs of the Kandhmals had harboured Chakra Bisoi and other public enemies who frequently committed depredations in Ghumsar. The Kandhmals were, therefore, occupied by Government and permanently removed from the jurisdiction of the Raja of Bod. They have ever since remained under direct management and control.

In 1875 a Sanad (No. CXXV) was granted to the Raja renewing for 20 years, the settlement which had been made with him in 1821. The Sanad of 1894 (No. CV), which fixed his tribute permanently, rendered any further settlement unnecessary.

The late Chief, Raja Pitambar Deo, died on the 5th October 1879, and was succeeded by Raja Jagendra Deo, who was born on the 21st May 1856.

The area of the State is 1,264 square miles; revenue Rs. 61,104: population, by the census of 1901, 88,250; and tribute Rs. 800. It has (1905) 15 armed police.

The State is liable to the nazarana rules.

(5) DASPALLA (WITH JORMU).

In addition to the treaty of 1803 (see No. XCVII) which appears to have been made with the Chief as Raja of Jormu, and the kaulnama of that year (see No. XCVIII), another treaty, bearing no date, but probably executed in 1804, was made with the Raja of Daspalla, and he was also granted a Kaulnama (Nos. CXXVI and CXXVII). By clause 2 of this latter treaty the Chief made himself responsible for the safety of the Barmul Pass.

The present Chief, Narayan Deo Bhanj, succeeded his brother, Raja Chaitan Deo Bhanj, on the 19th April 1897. He was born on the 8th August 1860.

The area of the State is 568 square miles; revenue Rs. 85,172; population, by the census of 1901, 51,987; and tribute Rs. 661-7-11. It has (1905) 12 armed police, 2 artillery men, 1 unserviceable and 3 serviceable guns.

(6) DHENKANAL.

Raja Bhagirathi Mahendra Bahadur was granted the personal title of Maharaja in 1869. He died in 1877, and was succeeded by his adopted son, Dinabandhu Mahendra Bahadur, who died a minor in 1885. His successor was his son, Sura Pratap Mahendra Bahadur, born on the 14th February 1885. During his minority, which lasted till the 13th February 1906, the State was under Government management.

The area of the State is 1,463 square miles; revenue Rs. 2,10,793; population, by the census of 1901, 273,662; and tribute Rs. 5,099-0-9. It has (1905) 22 armed police, and 8 unserviceable guns.

(7) HINDOL.

The present Chief, Raja Naba Kishor Chandra Mardraj Jagadeb, was born on the 14th June 1891, and succeeded to the State on the death of his father, Janardan Mardraj Jagadeb, on the 10th February 1906. The State is under management during his minority.

The area of the State is 312 square miles; revenue Rs. 58,775; population, by the census of 1901, 47,180; and tribute Rs. 551-3-11. It has (1905) 20 armed police.

(8) KEUNJHAR.

A treaty was concluded with, and a kaulnama given to, the Raja of Keunjhar on the 16th December 1804, by which he was to pay a tribute of Rs. 2,976-11-11 (Nos. CXXVIII and CXXIX), but in recognition of his services during the mutiny, this was reduced, in 1859, by Rs. 1,000, and the Chief was granted the personal title of Maharaja. In 1868 a disputed succession in Keunjhar rendered it necessary for the British Government to despatch a considerable force into the country and restore peace. After this the country was for some time under British superintendence, but this was withdrawn in 1878. In May 1891 an insurrection, in which the hill tribes were the chief movers, broke out but was easily put down by a small force of troops and police. The Maharaja was temporarily relieved of his duties, and the State put under management with a view to a searching enquiry into the causes of discontent. It was decided to permit the Maharaja to resume control of his State, but measures were instituted for the improvement of his administration, and an agent was appointed to assist and advise the Maharaja. The agent was withdrawn in 1900 and an official holding the post of Deputy Collector was appointed to be Diwan to the Chief.

Dhanurjai Narayan Bhanj Deo, who succeeded to the State in 1861, and on whom the title of Maharaja was conferred in 1877 as a personal distinction, died on the 27th October 1905, and was succeeded by his eldest son, Raja Gopi Nath Narayan Bhanj Deo, at the age of 21.

The Chief was granted a new Sanad (No. CXXX) in 1898.

The area of the State is 3,096 square miles; revenue Rs. 3,09,624; population, by the census of 1901, 285,758; and tribute Rs. 1,710-1-3, which excludes the tribute paid by Pal-Lahara. It has (1905) 11 cavalry, 137 infantry, 110 armed police, and artillery men, with 2 serviceable and 10 unserviceable guns.

(9) KHANDPARA.

The late Chief, Raja Natobar Mardraj Bhromorbur Rai, adopted as his heir Ram Chandra Samanta, who was born in 1867. On the former's death on the 3rd September 1905, the latter succeeded to the State.

The area of the State is 244 square miles; revenue Rs. 49,431; population, by the census of 1901, 69,450; and tribute Rs. 4,211-8-8. It has (1905) 13 armed police, and 5 unserviceable guns.

(10) MORBHANJ.

A Treaty (No. CXXXI) with Morbhanj was concluded on the 1st June 1829. This is the largest and most important of the Tributary Mahals.

The Baunghati portion of Morbhanj was, owing to the mismanagement of the then Raja, Srinath Bhanj, placed under the control of the Deputy Commissioner of Singhbhum, but was restored in 1878 to the present Chief's father, Maharaja Krishna Chandra Bhanj, who succeeded Raja Srinath Bhanj. The personal title of Maharaja was granted to Krishna Chandra Bhanj in 1877.

The State was under the management of Government during the minority of the present Chief, Sriram Chandra Bhanj Deo, who was born on the 17th December 1871, and succeeded on the 29th May 1882. He took over charge in September 1890. He attended the Delhi Darbar in 1903, on which occasion the title of Maharaja was conferred on him as a personal distinction. Since 1895 he has been permitted to exercise extended criminal powers of passing sentences of imprisonment up to five years, and in 1905, he was granted still further powers enabling him to try cases of robbery and torture. These powers are personal to Sriram Chandra Bhanj Deo.

In 1896 the Chief ceded jurisdiction, civil and criminal, over the lands within his State occupied by the Bengal-Nagpur Railway.

A light railway has been constructed connecting Baripoda, the headquarters of the State, with the Baripoda Road Station on the Bengal-Nagpur Railway, and on the 8th April 1905 the Chief entered into an agreement with the Bengal-Nagpur Railway Company for the working of the same. It was opened for traffic on the 1st April 1905.

The area of the State is 4,243 square miles; revenue Rs. 10,37,978, population, by the census of 1901, 619,383; and tribute Rs. 1,067-11-9. It possesses (1905) 129 infantry, 166 armed police, and 9 unserviceable guns.

The State is liable to the nazarana rules.

(11) NARSINGHPUR.

The present Chief, Raja Sadhu Charan Man Singh Hari Chandan Mahapatra, born on the 24th January 1883, succeeded his father on the 4th December 1884. Owing to his incapacity the State continues under Government management.

The area of the State is 199 square miles ; revenue Rs. 62,656 ; population, by the census of 1901, 39,613 ; and tribute Rs. 1,455-8-3. It has (1905) 6 armed police, 1 unserviceable and 6 serviceable guns.

(12) NAYAGARH.

The late Chief, Raghunath Singh Mandhata, died on the 4th September 1897, without an heir. His younger Rani adopted Narayan Singh Mandhata, born about 1878, who was allowed to succeed in July 1898 ; but owing to his incapacity the State continues under Government management.

The area of the State is 588 square miles ; revenue Rs. 1,36,197 ; population, by the census of 1901, 140,779; and tribute Rs. 5,525-4-1. The State possesses (1905) 21 infantry, 21 armed police, and 3 serviceable guns.

(13) NILGIRI.

In addition to the treaty engagement of 1803 (see No. XCVII) executed by Raja Ram Chandra Mardraj Hari Chandan, another one (No. CXXXII) was executed in 1833 by Rani Chira Dei, widow of Govind Chandra Mardraj Hari Chandan. Raja Shyam Chandra Mardraj Hari Chandan, the present Chief, succeeded his adoptive father, Raja Krishna Chandra Mardraj Hari Chandan, on the 11th May 1893. He was born on the 6th January 1877, and during his minority, up till 1898, the State was under Government management. Owing to his complicity in a case of torture in his State, the Raja was deprived temporarily of his powers in 1905, and the State is again under management.

The area of the State is 278 square miles ; revenue Rs. 1,71,617 ; population, by the census of 1901, 66,460; and tribute Rs. 3,900-7-8. It has (1905) 13 armed police.

(14) PAL-LAHARA.

Pal-Lahara was originally a larger State, but was dispossessed of much property by neighbouring Rajas. About the year 1778 the Keunjhar Raja appears to have obtained ascendency in Pal-Lahara owing to his interference in a dispute about the succession. In 1825 an attempt was made to disown the supremacy of Keunjhar, but it was unsuccessful.

An objection was preferred to the Political Agent of the South-West Frontier on the ground that Pal-Lahara was subject to Sambalpur, but it

was decided that the Keunjhar Raja was paramount, and the Chief of Pal-Lahara was ordered to pay tribute to him. In 1840 the Raja of Keunjhar was deprived of all right of interference in the local affairs of Pal-Lahara, and the Chief of the latter is allowed to pay his quit-rent or tribute to the office of the Commissioner of Orissa for credit as a portion of the tribute payable by the Keunjhar State. In 1880 the Keunjhar Raja wished that this quit-rent should be increased, but this was not allowed.

The late Chief, Chakradhar Pal (Muni Pal), was made a Raja Bahadur in 1871, for services rendered by him in 1867-68 in the first Keunjhar rebellion. He died on the 31st August 1888, and was succeeded by his son, Duti Krishna Pal, (Ganeswar Pal), who was born on the 20th June 1884. The State is still under Government management.

On the 28th October 1898 the Raja was granted a revised Sanad (No. CXXXIII).

The area of the State is 452 square miles; revenue Rs. 33,500; population, by the census of 1901, 22,351; and tribute Rs. 266-10-8. It has (1905) 10 armed police.

The State is liable to the nazarana rules.

(15) RANPUR.

The present Chief, Raja Birbar Krishna Chandra Singh Bajradhar Narindra Mahapatra, who was born about 1877, succeeded his father on the latter's death on the 12th July 1899.

The area of the State is 203 square miles; revenue Rs. 58,375; population, by the census of 1901, 46,075, and tribute Rs. 1,400-13-2.

(16) TALCHER.

The late Raja, Ram Chandar Birbar Hari Chandan, died on the 18th December 1891. He was succeeded by his nephew, Raja Kishori Chandra Birbar Hari Chandan, who was born on the 9th June 1880. The State was under Government management up to the 9th June 1901, during the Chief's minority.

The area of the State is 399 square miles; revenue Rs. 71,134; population, by the census of 1901, 60,432; and tribute Rs. 1,039-10-5.

The State possesses (1905) 12 armed police, and 16 unserviceable guns.

(17) TIGARIA.

The present Chief, Raja Banamali Khetrya Birbar Chempati Singh Mahapatra, who was born on the 19th March 1857, succeeded his father on the latter's death on the 8th April 1886.

The area of the State is 46 square miles; revenue Rs. 9,158; population, by the census of 1901, 22,625; and tribute Rs. 882.

(18 AND 19) BONAI AND GANGPUR.

These, with a number of other States now under the Chief Commissioner of the Central Provinces, were ceded to the British Government in 1803 (see No. CLVIII) by the Maratha Chief Raghoji Bhonsla, but were restored to him in 1806 (see No. CLIX). They reverted to the British Government under the provisional agreement concluded with Madhoji Bhonsla (Appa Sahib) in 1818 (see No. CLXI) and were finally ceded by the Treaty of 1826 (see No. CLXII). They were formerly dependent on the Chief of Sambalpur, but this dependency ceased when they came under the British Government. For a time they formed part of the South-Western Frontier Agency created in 1833, but they were transferred to the charge of the Commissioner of Chota Nagpur in 1854.

Settlements were made with both these States in 1827, which were renewed in 1875-76 for twenty years by fresh Sanads (Nos. CXXXIV-CXXXV).

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the administration of justice in their respective jurisdictions. By these rules the judicial powers of these Chiefs were limited to sentences of imprisonment up to 2 years or to fines not exceeding Rs. 50; or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment up to 5 years and fines not exceeding Rs. 200. They had no powers of whipping, and all orders passed by them were subject to revision by the Commissioner. The rules also dealt with the management of police, prisons, etc., in their States.

The Secretary of State having decided in 1891 that these States do not form part of British India, new Sanads (Nos. CXXXVI-CXXXVII) were granted to the Chiefs in 1899, fixing their tribute for a period of 20 years. On the partition of Bengal in 1905 these were superseded by Sanads (Nos. CXXXVIII-CXXXIX), dated the 23rd December 1905, fixing their tribute for a period of 14 years.

In 1882 an appeal was preferred to the High Court by one Metha Kharia against a conviction and sentence passed upon him by the Commissioner of Chota Nagpur. The offence was committed in Gangpur, and the case was referred by the Chief of that State to the Commissioner for trial. The accused was tried in Lohardaga. The case was heard by a Divisional Bench of the High Court, which rejected the appeal on the ground that the Court had no powers to interfere. The powers exercised by British Courts in respect of criminal cases arising in these States were regularised by the Notifications of the Government of India in the Foreign Department No. 640-I. B., dated the 8th March 1899 and No. 301-I. B., dated 22nd January 1904, and the law and procedure by which such Courts were to be guided were indicated by the same Department's Notification No. 2690-I. B., dated the 16th September 1899.

The present Chief of *Bonai*, Raja Indra Deo, was born on the 6th January 1884 and succeeded his father, Raja Chandra Deo, on the 19th February 1902. The State is under Government management.

The area of Bonai is 1,296 square miles; revenue Rs. 90,782; population, by the census of 1901, 38,277; and tribute Rs. 500. It possesses 2 unserviceable guns.

Raja Raghunath Sikhar Deo, the present Chief of *Gangpur*, succeeded to the *gadi* in December 1865. He was born on the 25th January 1852, and took over charge of the State in January 1871. Owing to his maladministration of the State, the Raja was required in 1900 to appoint a Diwan selected by the Government of India.

In 1888 the Chief ceded civil and criminal jurisdiction over the lands in his State required by the Bengal-Nagpur Railway.

In February 1894 the Raja granted a goldmining lease, and in February 1898 and May 1902 leases for quarrying lime and limestone to Edward Golding Barton. The leases are for 30 years each.

The area of Gangpur is 2,492 square miles; revenue Rs. 2,85,566; population, by the census of 1901, 238,896; and tribute Rs. 1,250. It possesses (1905) 45 armed police.

Both States are liable to the nazarana rules.

Bamra, *Kalahandi or Karond*, *Patna*, *Rairakhol*, and *Sonpur* were formerly included among the Chiefs in the Chhattisgarh Commissionership, and their early general history is dealt with in Part IV (Central Provinces).

Kabuliats were executed in 1827 (see No. CLXVIII) by these five Chiefs which fixed their revenues payable to Government, nominally for five years, but at the expiry of that period the agreements were not renewed. A separate Engagement (see No. CLXIX) was at the same time taken from each Chief binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment. In 1866 Sanads (No. CXL), dated the 20th May 1865, guaranteeing the Chiefs the right of adoption, were forwarded to the Commissioner of Chhattisgarh for delivery to the Chiefs of Bamra, Kalahandi, Patna, and Sonpur. The one granted to Raja Bishan, Chandar Zenamuni of Rairakhol, is dated the 23rd May 1866 (No. CXLI), as previous to that time he had not been recognized as a Feudatory Chief. In the following year Sanads, dated the 4th September 1867, (No. CXLII) were granted to these Chiefs recognising them as feudatories and fixing their tribute for 20 years. The one which was prepared for Patna, however, could not be delivered formally to the Chief, owing to trouble in the State at the time which led to its being taken under Government management. In 1889 the sanad was forwarded to the Superintendent of the State for safe custody, and, after the release of the State from direct management, it was handed over to the Raja. In February 1888 the tribute payable by the Chiefs was enhanced. On the 23rd December 1905, after the partition of Bengal, fresh Sanads (Nos. CXLIII to CXLVII) were granted to them, fixing their tribute for 20 years with effect from 1888.

(20) BAMRA.

Bamra originally formed one of the Sambalpur and Patna, or Garhjat, group, whose Chiefs were at first independent but were subsequently in subordination to the Maharaja of Patna, the most powerful of their number.

Tribhuvan Singh, Chief of Bamra, died in May 1869, and was succeeded by his nephew, Raja Sudhal Deo, who was born in 1848. He was appointed to be a Companion of the Indian Empire in 1889, and in 1895 was raised to the Knight Commandership of the same Order. He died on the 19th November 1903, and was succeeded by his eldest son, Raja Tribhuvan Deo, who was born in 1873.

By a Document executed on the 15th February 1891 (No. CXLVIII) the Chief made over to the British Government certain lands, with the jurisdiction thereon, required for the Bengal-Nagpur Railway Company.

The area of the State is 1,988 square miles; revenue Rs. 1,97,803; population, by the census of 1901, 123,378; and tribute Rs. 1,500. It possesses (1905) 60 armed police.

Bamra is liable to the nazarana rules.

(21) KALAHANDI OR KAROUND.

Under the Marathas this State paid a tribute of Rs. 5,330 in Nagpur coin, but the amount was reduced to Rs. 4,500 under the last Raja of Nagpur.

Subject to Karond is the petty Chiefship of Thuamul held by a branch of the Karond family. The Thuamul family again is divided into an elder and a younger branch : the head of the former succeeding to the Chiefship with the title of Pat Raja, the head of the latter to the administration of the country with the title of Tat Raja. This custom led to constant feuds between the Tat and Pat Rajas : disputes also occurred between Karond and Jaipur, occasioned by claims of the latter to supremacy over the pargana of Kashipur, a part of Thuamul. The Nagpur Government therefore determined to separate Thuamul from Karond and to leave its administration in the hands of the Tat Raja. These orders were confirmed by Government in 1862, and the claims of Jaipur to Kashipur were at the same time disallowed. In 1866, however, it was found that the disputes between the Pat and Tat Rajas still continued. Thuamul was therefore divided between them, the Tat Raja retaining Kashipur and paying a proportionate share of the tribute. The territory under the Pat Raja was restored to the jurisdiction of the Chief of Karond, and the remaining territory was given as a separate zamindari to the Tat Raja. In 1869 the Tat Raja also was placed under the feudal control of the Karond Chief.

Raja Udit Pratap Deo, who at the Delhi Darbar held on the 1st January 1877 had been granted a personal salute of 9 guns, subsequently converted into a permanent one in 1878, and the personal title of Raja Bahadur, died in 1881, having previously adopted as his heir Raghu Keshar Deo, who was born in 1872. He had at a considerably earlier period adopted one Rambhadra Sai, but had cancelled the adoption in consequence of the

youth's misconduct. The claim of Raghu Keshar Deo as heir was recognised by the Government of India and he succeeded accordingly. There thence arose a dispute as to the succession, and the opportunity was taken by the Kandhs to prefer numerous complaints as to the oppression and mismanagement from which they had long suffered. Eventually the Kandhs rose in open rebellion and committed many excesses attended with bloodshed. The disturbances were suppressed with the aid of British troops; and a British officer was in 1882 appointed as Political Agent, with head-quarters at Bhawani Patna, to manage the State. This arrangement continued till 1887, when the office of Political Agent for the State was merged into that of the newly created one of Political Agent for the Chhattisgarh Feudatories.

Raja Raghu Keshar Deo, who had been invested with full powers in January 1894, was murdered in October 1897 by one of his servants, and was succeeded by his son, Raja Brijmohan Deo, who was born in 1896. During his minority the State is under Government management.

The area of Karond is 3,745 square miles; revenue Rs. 1,85,429; population, by the census of 1901, 350,529; and tribute Rs. 12,000. It possesses (1905) 68 armed police.

The State is liable to the nazarana rules.

The Raja of Karond is entitled to a salute of 9 guns fixed in 1878.

(22) PATNA.

Hira Vajra Deo, Maharaja of Patna, died in August 1866, and was succeeded by Sur Pratap Deo. In 1869 the tyranny of the Chief and of his brother, Lal Bishwanath Singh, caused a rising among the Kandhs of Patna They were speedily reduced, but not until Lal Bishwanath Singh and his followers had committed many atrocities in cold blood. For these crimes Lal Bishwanath Singh was removed from Patna, and an enquiry into the causes of the outbreak led to the deposition of the Chief, and the assumption of the management of the State by the British Government. This occurred in 1871.

Maharaja Sur Pratap Deo, who was a Chauhan Rajput and the twenty-sixth representative of the family, died in 1878, leaving no male issue. He was succeeded by his nephew, Ramchandra Singh, born in 1872, the son of

Lal Bishwanath Singh. Maharaja Ramchandra Singh Deo shot himself on the 8th June 1895, and was succeeded by the present Chief, his uncle, Maharaja Dalganjan Singh Deo, born in 1857. The management of the State was entrusted to him on certain conditions, which have since been to some extent relaxed.

The area of Patna is 2,399 square miles; revenue Rs. 1,48,097; population, by the census of 1901, 277,748; and tribute Rs. 8,500. It possesses (1905) 80 armed police.

The State is liable to the nazarana rules.

(23) RAIRAKHOL.

The Chief of this State was not at first included in the list of feudatories, at the time of their classification in 1865, on the ground of his maladministration. This was subsequently ascertained to have been due to the acts of one of the Chief's brothers, who managed the State for him during his illness, and, as the Chief had shown conspicuous loyalty in 1857, he was recognised in May 1866 as a feudatory, and in the same year he was granted a Sanad of Adoption (No. CXLI). A Sanad defining his status as a feudatory Chief was granted to him in the following year (No. CXLII).

Raja Bishan Chandar Janamuni, who was born in 1819, succeeded in 1825. Owing to his mismanagement of his State it became necessary in 1889 to appoint a Diwan, who administered the State under the supervision of the Political Agent. Bishan Chandar Janamuni died on the 10th June 1900, and was succeeded by his grandson, Raja Gur Chandra Deo, who was born in 1871. Certain restrictions, which were placed on his powers at the time of his succession, were removed in 1904. The Raja attended the Delhi Coronation Darbar in January 1903.

The area of Rairakhol is 833 square miles; revenue Rs. 58,167; population, by the census of 1901, 26,888; and tribute Rs. 800. It possesses (1905) 10 armed police.

The State is liable to the nazarana rules.

(24) SONPUR.

This family is an offshoot from the former ruling house of Sambalpur. Raja Niladhar Singh Deo, who was born in 1839 and succeeded in 1840,

received the personal title of Bahadur for services to the British Government. Owing to the unsatisfactory management of his State a Diwan was appointed in 1887, to assist the Raja in his administration, under the supervision of the Political Agent. Raja Niladhar Singh died on the 11th September 1891, and was succeeded by his eldest son, Pratap Rudra Singh Deo, who in 1898 received the title of Raja Bahadur, in recognition of his excellent administration. The present Chief, Raja Bir Mitradaya Singh Deo, was born in 1874, and succeeded his father in August 1902. He was present at the Delhi Coronation Darbar in January 1903.

The area of the State is 906 square miles; revenue Rs. 1,22,415; population, by the census of 1901, 169,877; and tribute Rs. 9,000. It has (1905) 30 armed police.

The State is liable to the nazarana rules.

No. XCVII.

TREATY ENGAGEMENT executed by the RAJAH OF KILLAH KANIKA, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the SOOBAH of ORISSA, MESSRS. HARCOURT and MELVILLE,—1803.

I, Rajah Balabhadra Bhunj, Rajah of Killah Kanika, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement, entered into by me with the Honorable East India Company as contained in the following Clauses, to wit:—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will continue to pay, without demur, to the said Government, as my annual peshkus or tribute, 84,840 kahuns of Cowrees, in three instalments, as specified herein below.

Clause 3.—I will on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over for trial to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim; but I will notify the same to the constituted authority and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all russud and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, or to any other person whatever, who may be proceeding by land or water, with goods or orders, or with any perwannah on the part of the Government, through my boundaries, and will rather take care that no loss or mischief shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah or any other person whatever shall disobey the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of rebuking and chastising such rebel and bringing him under the subjection of the aforesaid Government. Such

contingent to receive only rations agreeably to the previously current practice, so long as they shall be present.

These shall be the instalments of my peshkus, to be paid:—

In the month of	Cheyt	28,840	kahuns.
Ditto	Jeyt	28,000	,,
Ditto	Asar	28,000	,,
	Total	84,840	,,

Dated the 22nd November 1803.

Saban 6th, 1211 Umlee.

N.B.—The Rajahs of the following Killahs or Tributary States, and other Zamindars, subordinate to Cuttack, are bound by precisely similar Treaty Engagements taken at the same time. Their names and amount of tribute are added below: but the amount of tribute has in some cases been subsequently altered:—

1. Killah Atzur—Rajah Sreekurn Gopenath Buburta Putnaick.
   Tribute, 28,111 kahuns.
2. Killah Barombar—Rajah Pindik Mungraj.
   Tribute, 6,340 kahuns.
3. Killah Nursingpore—Rajah Man Sing Hureechundun.
   Tribute 6,601 kahuns.
4. Killah Jourmoo—Rajah Gouree Churn Deo Bhunj.
   Tribute, 4,500 kahuns.
5. Killah Talchere—Rajah Bhageruthee Beerbur Hureechundun.
   Tribute, 6,715 kahuns.
6. Killah Tigreeah—Rajah Chumput Sing.
   Tribute, 4,000 kahuns.
7. Killah Hindole—Rajah Kissen Chunder Murdraj Jugdeo.
   Tribute, 2,500 kahuns.
8. Killah Kundpara—Rajah Bhoerbur Ray.
   Tribute, 24,100 kahuns.
9. Killah Dhenkanal—Rajah Ramchunder Mohendro Bahadoor.
   Tribute, 23,125 kahuns.
10. Killah Runpore—Rajah Bujradhur Nurindra.
    Tribute, 6,000 kahuns.
11. Killah Noyaghur—Rajah Mandhata.
    Tribute, 26,450 kahuns.
12. Killah Nilgiri—Rajah Ramchunder Murdraj Hureechundun.
    Tribute, 23,400 kahuns.

&c., &c.

No. XCVIII.

KAOOL-NAMAH granted by the HONORABLE EAST INDIA COMPANY'S COMMISSIONERS for the SOOBAH of CUTTACK to RAJAH BALABHADRA BHUNJ, RAJAH of KANIKA,—1803.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this acknowledgment as set forth in the following paras. to Rajah Balabhadra Bhunj, Rajah of Killah Kanika, in the said Soobah of Orissa.

Clause 1.—The annual peshkus payable by the Rajah for his Rajgee of the said Killah, is fixed in perpetuity at 84,840 kahuns.

Clause 2.—No further demand, however small, shall be made on the said Rajah or received from him, as nuzzur, supplies, or otherwise.

Clause 3.—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them, and constant in the impartial administration of justice to all its subjects alike, and therefore in like manner extends the same impartiality to the Rajahs, such as have been indicated above, and seeks always their prosperity and peace. Therefore any just representation or complaints made to the Government by the said Rajah of Kanika will meet with a decision in accord with justice.

Dated 22nd November 1803.

Saban 6th, 1211.

(Sd.) G. HARCOURT, *Lieut.-Colonel,*
„ J. MELVILLE, } *Commissioners.*

Similar acknowledgments were given to the following Rajahs:—

1. Rajah of Killah Narsingpore.
2. Ditto of ditto Tigreeah.
3. Ditto of ditto Dhenkanal.
4. Ditto of ditto Runpore.
5. Ditto of ditto Barombar.
6. Ditto of ditto Kundpara.
7. Ditto of ditto Noyaghur.
8. Ditto of ditto Talchere.
9. Ditto of ditto Atzur.
10. Ditto of ditto Nilgiri.
11. Ditto of ditto Hindole.
12. Ditto of ditto Duspulla and Joremoo and 10 others.

No. XCIX.

RECOGNISANCE or ENGAGEMENT taken from the CHIEF OFFICERS of the RAJAH of KILLAH NURSINGPORE, a Tributary Estate, Subordinate to Cuttack, to secure the prevention of the practice of "SUTTEE." Executed by BALKROOSTNO PUTNAIK BABURTA, or Chief Minister of the RAJAH, GUNGADUR CHAMOOKARUN PUTNAIK, NEEL BAHARE MAHANTEE, DUSRUTHEE PUTNAIK, and LOKENATH PUTNAIK, officers of the Rajah's household,—1842.

We, the Baburta and others, officers of the Rajah of Killah Nursingpore, hereby bind ourselves as follows:—

It having been stated, in accordance with the commands of the Home Government and the Governor-General, in clause 2 of the Rules of Practice issued by the Superintendent of the Tributary Mehals, that the practice of "Suttee," or the burning of living Hindoo females, is altogether prohibited: We therefore and accordingly have forbidden this practice within the limits of this Killah of Nursingpore, and we do bind ourselves never voluntarily, or under compulsion, to lend our aid to the performance of any such rite, so prohibited by the Superintendent of the Tributary Mehals, or to allow others to do so.

Further, if on the demise of a Rajah, and any of his Ranees should actually desire to become "Suttees," and should disregard our prohibition, we will restrain them from becoming "Suttees," and make a report of the circumstance to the Superintendent, and conform to such orders as we may receive from him. Without the Superintendent's orders (or permission) we will not allow any person to become a Suttee. And we engage unhesitatingly to submit ourselves to any penal orders which the Superintendent of the Tributary Mehals may issue, if we shall act in any way contrary to the engagements of this Recognisance.

Dated 4th day of the month of Bysack 1249, corresponding to the 14th of April A.D. 1842.

Signed by BALKROOSTNO PUTNAIK AND OTHERS.

N.B.—Engagements, precisely similar in purport and wording, were executed at the same time by the officers of the following Tributary Mehals,

Rajahs, and Zemindars, namely :—

1. Of Noyaghur.
2. „ Barombar.
3. „ Hindole.
4. „ Runpore.
5. „ Angool.
6. „ Duspulla Joremoo.
7. „ Atzur.
8. Of Tigreeah.
9. „ Boad.
10. „ Talchere.
11. „ Dhenkanal.
12. „ Nilgiri.
13. „ Mohurbhunj.
14. „ Keonjhur.

And of the Zemindar of Atmullick, and of the Surburakar of Pal Lehra.

(True translation.)

WM. L. LACEY,
Ooriah Translator to Government.

No. C.

ADOPTION SUNNUD granted to CHIEFS* of the TRIBUTARY MEHALS of ORISSA,—1862.

HER MAJESTY being desirous that the Government of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued. In fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements, which record its obligations to the British Government.

The 11th March 1862. (Sd.) CANNING.

No. CI.

SUNNUD granted to KISHEN CHUNDER BHUNJ of MOHURBHUNJ —1874.

In recognition of your position I hereby confer upon you the title of "Rajah" as a hereditary distinction to be assumed by your successors on formal recognition of their succession.

The 21st May 1874. (Sd.) NORTHBROOK.

* Mohurbhunj. Keonjhur. Nilgiri. Dhenkanal. Duspulla. Talchere. Hindole. Nursingpore. Tigreeah. Barombar. Kundpara. Noyaghur. Runpore. Atzur. Pal Lehra. Boad. Atmullick.

Similar Sunnuds were granted to the Chiefs of Keonjhur, Hindole, Boad, Nilgiri, Tigreeah, Runpore, Noyaghur, Nursingpore, Kundpara, Atzur, Barombar, Duspulla, Talchere, Atmullick, Dhenkanal, and Pal Lehra.

The personal distinction enjoyed by the Chiefs of Dhenkanal and Pal Lehra remains unaffected.

No. CII.

SANAD granted to the CHIEF of ATHGARH, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Athgarh in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you Raja Sree Karan Raghunath Babarta Patnaik the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sree Karan Raghunath Babarta Patnaik, son of Raja Sree Karan Jagannath Babarta Patnaik, are hereby formally recognised as the Feudatory Chief of the Athgarh State, and you are permitted, as heretofore, to generally administer the territory of the said Athgarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees two thousand and eight hundred per annum, which you and your predecessors have heretofore paid.

III.—You shall try in your Courts all criminal cases occurring in your territory, except (I) those in which Europeans are concerned, and (II) heinous offences, such as murder, homicide, dakaiti, robbery, and torture. You shall refer the cases excepted above for disposal to the Superintendent of the Tributary Mahals or to such of his Assistants as he may indicate. Sentences passed by you on criminal offenders shall be regulated by the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal, and shall not exceed [unless His Honour is pleased to entrust you with more extensive powers, in which case you shall be entitled to exercise such further powers in the manner, to the extent, and subject to the conditions, if any, which His Honour may

prescribe] in the case of imprisonment, a term of two years, in the case of fines, a sum of one thousand rupees, and in the case of whipping, thirty stripes. All orders passed by you in criminal cases shall be subject to revision by the Superintendent, to whom you shall send the records of any case for which he may call.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly, and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VIII.—You shall consult the Superintendent of the Tributary Mahals in all important matters of administration, and comply with his wishes. The settlement and collection of the land-revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Superintendent of the Tributary Mahals may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British territory will be dealt with by the Superintendent of the Tributary Mahals or such other officer as His Honour the Lieutenant-Governor of Bengal may appoint either generally or specially, in that behalf, with two assessors, one to be appointed by yourself and the other by His Honour the Lieutenant-Governor, unless in any such case you should prefer that the question should be decided by such Superintendent, or other officer alone, in which case the question shall be referred for his decision accordingly.

SIMLA;

The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,

Viceroy and Governor-General of India.

No. CIII.

SANAD granted to the CHIEF of ATHMALLIK defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Athmallik in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Mohendra Deo Samant, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Maharaja Mohendra Deo Samant, son of Raja Jogendra Deo Samant, are hereby formally recognised as the Feudatory Chief of the Athmallik State, and you are permitted, as heretofore, to generally administer the territory of the said Athmallik State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Four hundred and eighty per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,

Viceroy and Governor-General of India.

No. CIV.

SANAD granted to the CHIEF of BARAMBA, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Baramba in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Biswambhur Beerbur Mungraj Mahapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements, with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Biswambhur Beerbur Mungraj Mahapatra, son of Raja Dasarathee Beerbur Mungraj Mahapatra, are hereby formally recognised as the Feudatory Chief of the Baramba State, and you are permitted, as heretofore, to generally administer the territory of the said Baramba State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand three hundred and ninety-seven, annas fifteen and pies five per annum, which you and your predecessors have heretofore paid.

III
IV
V
VI
VII
VIII
IX
X

} These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA; (Sd.) ELGIN,

The 27th October 1894. Seal of the Governor-General of India in Council. *Viceroy and Governor-General of India.*

No. CV.

SANAD granted to the CHIEF of BOAD defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Boad in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto ; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jogendra Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Jogendra Deo, son of Raja Pitambar Deo, are hereby formally recognised as the Feudatory Chief of the Boad State, and you are permitted, as heretofore, to generally administer the territory of the said Boad State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Eight hundred per annum which you and your predecessors have heretofore paid, and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA ; *The 27th October 1894*

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CVI.

SANAD granted to the CHIEF of DASPALLA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Daspalla in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chyton Deo Bhunj, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Chyton Deo Bhunj, son of Raja Narsinha Bhunj, are hereby formally recognised as the Feudatory Chief of the Daspalla State, and you are permitted, as heretofore, to generally administer the territory of the said Daspalla State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Six hundred and sixty-one, annas seven and pies eleven per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;
The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CVII.

SANAD granted to the CHIEF of DHENKANAL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Dhenkanal in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sura Protap Mohendra Bahadur, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Sura Protap Mohendra Bahadur, son of Raja Dinabandhu Mohendra Bahadur, are hereby formally recognised as the Feudatory Chief of the Dhenkanal State, and you are permitted, as heretofore, to generally administer the territory of the said Dhenkanal State subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five thousand and ninety-nine, and pies nine per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;
The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor General of India.

No. CVIII.

SANAD granted to the CHIEF of HINDOL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Hindol in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jonardan Murdraj Jug Deb, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Jonardan Murdraj Jug Deb, son of Raja Phokur Singh Murdraj, are hereby formally recognised as the Feudatory Chief of the Hindol State, and you are permitted, as heretofore, to generally administer the territory of the said Hindol State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five hundred and fifty-one, annas three and pies eleven per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA ; *The 27th October 1894.*

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CIX.

SANAD granted to the CHIEF of KEUNJHUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Keunjhur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Dhunurjoy Narain Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja Gadadhar Narain Bhunj, are hereby formally recognised as the Feudatory Chief of the Keunjhur State, and you are permitted as heretofore, to generally administer the territory of the said Keunjhur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand seven hundred and ten, anna one and pies three per annum, which you and your predecessors have heretofore paid :—

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;
The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CX.

SANAD granted to the CIEF of KHANDPARA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Khandpara in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Notober Murdraj Bhromorbur Roy, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Notober Murdraj Bhromorbur Roy, son of Raja Kunja Behari Sing, are hereby formally recognised as the Feudatory Chief of the Khandpara State, and you are permitted, as heretofore, to generally administer the territory of the said Khandpara State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Four thousand two hundred and eleven, annas eight and pies eight per annum, which you and your predecessors have heretofore paid:—

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;
The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CXI.

SANAD granted to the CHIEF of MOARBHANJ defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Morbhanj in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sriram Chandra Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sriram Chandra Bhunj Deo, son of Maharaja Krishna Chandra Bhunj, are hereby formally recognised as the Feudatory Chief of the Morbhanj State, and you are permitted, as heretofore, to generally administer the territory of the said Morbhanj State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and sixty-seven, annas eleven and pies nine per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force:—

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,

Viceroy and Governor-General of India.

No. CXII.

SANAD granted to the CHIEF of NARSINGHPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Narsinghpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sadhu Charan Man Sing Hurree Chandan Mahapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sadhu Charan Man Sing Hurree Chandan Mahapatra, son of Raja Broja Sundar Man Sing Hurree Chandan Mahapatra, are hereby formally recognised as the Feudatory Chief of the Narsinghpur State, and you are permitted, as heretofore, to generally administer the territory of the said Narsinghpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand four hundred and fifty-five, annas eight and pies three per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;
The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CXIII.

SANAD granted to the CHIEF of NAYAGARH defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Nayagarh in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sing Mandhata, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Raghunath Sing Mandhata, son of Babu Bundhu Hari Chandan, are hereby formally recognised as the Feudatory Chief of the Nayagarh State, and you are permitted, as heretofore, to generally administer the territory of the said Nayagarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five thousand five hundred and twenty-five, annas four and pie one per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA; *The 27th October 1894.*

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CXIV.

SANAD granted to the CHIEF of NILGIRI defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Nilgiri in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor General in Council is pleased to grant to you, Raja Shyam Chandra Murdraj Hurree Chandan, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Shyam Chandra Murdraj Hurree Chandan, son of Raja Krishna Chandra Murdraj Hurree Chandan, are hereby formally recognised as the Feudatory Chief of the Nilgiri State, and you are permitted, as heretofore, to generally administer the territory of the said Nilgiri State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Three thousand and nine hundred, annas seven and pies eight per annum, which you and your predecessors have heretofore paid:—

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;
The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CXV.

SANAD granted to the CHIEF of PAL LAHERA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Pal Lahera in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Ganeswar Pal, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements, with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Ganeswar Pal, son of Raja Mooni Pal Bahadur, are hereby formally recognised as the Peudatory Chief of the Pal Lahera State, and you are permitted, as heretofore, to generally administer the territory of the said Pal Lahera State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force:—

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,

Viceroy and Governor-General of India.

No. CXVI.

SANAD granted to the CHIEF of RANPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Ranpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Benudhur Bajradhur Narindra Mahapatra, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Benudhur Bajradhur Narindra Mahapatra, son of Raja Braja Sunder Narindra, are hereby formally recognised as the Feudatory Chief of the Ranpur State, and you are permitted, as heretofore, to generally administer the territory of the said Ranpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and four hundred, annas thirteen and pies two per annum, which you and your predecessors have heretofore paid:—

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,

Viceroy and Governor-General of India.

No. CXVII.

SANAD granted to the CHIEF of TALCHER defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Talcher in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Kishore Chandra Beerbur Hurree Chandan, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Kishore Chandra Beerbur Hurree Chandan, son of Raja Ram Chandra Beerbur Hurree Chandan, are hereby formally recognised as the Feudatory Chief of the Talcher State, and you are permitted, as heretofore, to generally administer the territory of the said Talcher State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and thirty-nine, annas ten and pies five per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,

Viceroy and Governor-General of India.

No. CXVIII.

SANAD granted to the CHIEF of TIGIRIA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Tigiria in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bonomali Khetrya Beerbur Chumptee Sing Mohapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Bonomali Khetrya Beerbur Chumptee Sing Mohapatra, son of Raja Harihar Khetrya Beerbur Chumptee Sing Mohapatra, are hereby formally recognised as the Feudatory Chief of the Tigiria State, and you are permitted, as heretofore, to generally administer the territory of the said Tigiria State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Eight hundred and eighty-two per annum, which you and your predecessors have heretofore paid :—

III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,

Viceroy and Governor-General of India.

NO. CXIX.

TREATY ENGAGEMENT executed by the RAJAH of BOAD and ATMULLICK, a TRIBUTARY MEHAL SUBORDINATE to CUTTACK, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS, MESSRS. HARCOURT and MELVILLE,—1804.

I, Rajah Bissumbur Deo, Rajah of Boad and Atmullick, in the Soobah of Orissa, engage faithfully and correctly to abide by this engagement entered into by me with the Honorable East India Company, as contained in the following clauses, to wit:—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 3.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all "russud" and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, who may be proceeding by land or water through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 4.—In case any neighbouring party whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion of such rebel recusant. Such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

March 3rd, 1804.

(True translation.)

WM. L. LACEY,

Ooriah Translator to Government.

No. CXX.

COUNTER-ENGAGEMENT executed on behalf of GOVERNMENT to RAJAH BISSUMBUR DEO, RAJAH of KILLAH BOAD and ATMULLICK,—1804.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following para. to Rajah Bissumbur Deo of Killah Boad and Atmullick, in the said Soobah of Orissa :—

Clause 1.—It is well known that those Rajahs who hold themselves in subordination and friendship with the said Government, are ever treated with gracious consideration by that Government; those who are its friend are treated as friends. If, therefore, you should prove yourself a friend and a well-wisher of that Government, it will never fail to act towards you in a like friendly manner. You will without care or disquiet continue to enjoy your Rajgee, and to maintain a friendly spirit in subordination and obedience to this Government.

(Sd.) G. HARCOURT, *Lieut.-Colonel,*
„ J. MELVILLE, } *Commissioners.*

Dated 3rd March 1804.

8th Zekudda 1211.

(True translation.)

WM. L. LACEY,
Ooriah Translator to Government.

No. CXXI.

Translation of a Kabuliyut executed by LACHANDRA, *Sawant of Atmalik, dated the 30th May 1819, 22nd Jeyth 1226, F.S.*

WHEREAS I, Lachandra, Sawant of Atmalik, do hereby promise to pay the sum of Rs. 3,600 (at the rate of 12 doganis per rupee), being the jum-

ma for three years fixed by Government for my whole estate of Pergunnah Atmalik, without pleading any excuse of calamity, that is to say, I agree to pay Rs. 1,200 per annum from 1228 to 1230 according to instalments detailed below into the Sumbulpur Treasury as Government rent for my estate, and will make no objection of any kind. Wherefore I do write these few lines in the shape of a kabuliyut, to be used when required.

No. CXXII.

Dated Cuttack, the 12th November 1875.

To RAJAH JOGENDRA SAWANT, of Killah Atmullik.

WHEREAS the estate of Atmullik has been open to re-settlement or revision since the 30th day of May 1821, but in consideration of the circumstances of Atmullik estate the settlement made with Luchendra Sawant has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the affairs of Atmullik estate have been conducted by its former chiefs and by you, Rajah Jogendra Sawant, has been pleased to direct that the present settlement be renewed for a period of 20 years; you are hereby informed that the existing settlement of the estate of Atmullik is renewed with you for 20 years, commencing from the 1st day of the month of January 1876, and ending on the 31st day of the month of December 1895, under the conditions, agreements, and stipulations detailed in the kabooliyats executed by Luchendra Sawant on 30th May 1819. You will pay the current fixed tribute, *viz.*, Rs. 480 per year, for a further period of twenty years from the 1st day of January 1876. The amount to be paid without delay or objection into the Cuttack District Treasury according to the following kists:—

	Rs.
First or Chayt kist, due on or before the last day of April	160
Second or Jeyt kist, due on or before the last day of June	160
Third or Assar kist, due on or before the last day of July	160
Total	480

T. E. RAVENSHAW,
Supdt. of Tributary Mehals.

I, RAJAH JOGENDRA SAWANT, of Killah Atmullik, have received the original sunnud, of which this is a counterfoil, and I hereby agree to be strictly bound by the terms therein contained.

No. CXXIII.

Translation of a Kabuliyut executed by RAJAH CHANDRA SIKHUR DEO, *Zemindar of Boadh, dated November 1821.*

I, RAJAH CHANDRA SIKHUR DEO, zemindar of Boadh, do hereby promise to pay Rs. 3,750 sicca kaledar, the amount of tribute fixed by the Honorable the East India Company for my entire estate, without pleading any excuse on the score of calamity, for a period of five years from 1231 to 1235 Nagpuri year. I, of my own free will and accord, promise to pay the same sum year by year according to the instalments noted below into the Sumbulpur treasury. I will make no excuse for non-payment; wherefore I write these few lines in the shape of a kabuliyut to be used when required.

No. CXXIV.

Translation of an Agreement executed by RAJAH CHANDRA SIKHUR DEO, *Zemindar of Boadh, dated 17th February 1827, corresponding with 8th Falgoon 1234 Fusli, or 1236 Nagpuri year.*

WHEREAS the police duties of my entire zamindari have been entrusted to me by the Government, and I have voluntarily accepted the obligation, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honestly; and whatever suits may be instituted within my jurisdiction for money transaction, &c., I will decide them conscientiously and impartially, and will listen to all objections that may be brought forward, and decide the cases properly. If both parties shall agree to have their disputes settled by arbitration, I will appoint arbitrators, and instruct them to adjust the case without partiality. In the heinous criminal cases, *viz.*, dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, &c., which may occur in my zamindari, I will make thorough inquiries and apprehend the offenders, take evidence and honestly decide the cases. I will send reports of all such cases to the authorities. I will transmit the monthly papers on the 5th of the succeeding month to Sumbulpur by post, and will not conceal any crime. I will not oppress the ryots or inhabitants of my illaka. I will keep a vigilant watch on my am-

lah, that they may not oppress any body. I will not levy the prohibited cesses nor confine any one on account of it. I have no claim on the intestate property—it belongs to Government; and whatever property of this kind may come into my hands, I will retain in my custody and report about it to the authorities. If I act contrary to the following stipulations, I shall be held responsible for it, and if it is proved against me, I shall submit to the penalties that may be inflicted on me. Wherefore I write these few lines in the shape of an agreement to be used when required.

No. CXXV.

SANAD granted to RAJAH PITAMBER DEO of KILLAH BOAD on renewal of former settlement,—1875.

Whereas the Estate of Boad has been open to re-settlement or revision since the 30th day of November 1826, but in consideration of the circumstances of Boad Estate the settlement made with Rajah Chunder Sekur Deo has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council, having reason to be satisfied with the manner in which the affairs of Boad Estate have been conducted by its former Chiefs, and by you, Rajah Pitamber Deo, has been pleased to direct that the present settlement be renewed for a period of twenty years: you are hereby informed that the existing settlement of the Estate of Boad is renewed with you for twenty years commencing from the 1st day of the month of January 1876 and ending on the 31st day of the month of December 1895 under the conditions, agreements, and stipulations detailed in the kaboolyuts executed by Rajah Chunder Sekur Deo in November 1821 and 17th February 1827. You will pay the current fixed tribute, *viz.*, Rupees 800 per year, for a further period of 20 years from the 1st day of January 1876. The amount to be paid without delay or objection into the Cuttack District Treasury according to the following kists :—

					Rs.	*a.*	*p.*
1st or Chayt kist	due on or before	the last	of April	...	266	10	8
2nd or Jeyt	ditto	ditto	of June	...	266	10	8
3rd or Assar	ditto	ditto	of July	...	266	10	8
			Total	...	800	0	0

(Sd.) T. E. RAVENSHAW,

The 12th November 1875. *Supdt., Tributary Mehals of Orissa.*

I, Rajah Petamber Deo, of Killah Boad, have received the original sunnud, of which this is a counterfoil, and I hereby agree to be strictly bound by the terms therein contained.

Seal of the Rajah of Boad.

No. CXXVI.

TREATY ENGAGEMENT executed by GOUREE CHURN BHUNJ, RAJAH of KILLAH DUSPULLA, a Hill State Tributary to Cuttack, to the HONORABLE COMPANY'S SPECIAL COMMISSIONERS for the SOOBAH of ORISSA, MESSRS. HARCOURT and MELVILLE.

I, Rajah Gouree Churn Bhunj of Killah Duspulla, in the Soobah of Orissa, do hereby engage faithfully and correctly to abide by this Engagement entered into by me with the Honorable East India Company, and contained in the following Clauses, to wit:—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I hereby engage to preserve in safe keeping the "Ghattee" or pass called Burmool, and if at any time troops, horse or foot, without the orders of the said Company's Government, endeavour to cross the said Pass, I engage to prevent them so doing. In case any larger body of troops should endeavour to force the Pass, I will forward immediate intimation of the circumstance to the constituted authorities, and meanwhile, till such time as the Government troops shall arrive on the spot, I will oppose the forcing of the Pass with my own forces.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person who is a resident in my territories commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authorities. Moveover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply to the extent of their capability all "russud" and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government or to any other person whatsoever, who may be proceeding by land or water, with goods or orders, or with any Perwannah on the part of Government through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah, or any other person whatever, shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purposes of coercion and investigation, and the bringing of such recusant into subjection to the aforesaid Government, such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

(True translation.)

WM. L. LACEY,
Ooriah Translator to Government.

NO. CXXVII.

KAOOL-NAMAH or COUNTER-ENGAGEMENT given on behalf of the Government to RAJAH GOUREE CHURN BHUNJ of KILLAH DUSPULLA, by the HONORABLE EAST INDIA COMPANY'S COMMISSIONER for the SOOBAH of CUTTACK.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following paras., to Rajah Gouree Churn Bhunj, Rajah of Killah Duspulla, in the said Soobah of Orissa.

Clause 1.—So long as he shall remain obedient and loyal to the Government of the East India Company, no Peshkus, or tribute, or payment, or nuzzur, or other demand shall be made on the said Rajah, or taken from him for the Rajgee of the said Rajah's Killah.

Clause 2.—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them, and constant in the impartial administration of justice to all its subjects alike, and therefore in like manner extends the same impartiality to the Rajahs, such as have been indicated above, and seeks always their prosperity and peace—therefore any just representation or complaints made to the Government by the said Rajah of Duspulla will meet with a decision in accord with justice.

(Sd.) G. HARCOURT, *Lieut.-Colonel,*
„ J. MELVILLE, } *Commissioners.*

(No date attached to copy.)

(A true translation.)

WM. L. LACEY,
Ooriah Translator to Government.

No. CXXVIII.

TREATY ENGAGEMENT executed by the RAJAH of KILLAH KEONJHUR, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the SOOBAH of ORISSA, MESSRS. HARCOURT and MELVILLE,—1804.

I, Rajah Junardun Bhunj, of Killah Keonjhur, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement, entered into by me with the Honorable East India Company, as contained in the following Clauses, to wit:—

Clause 1.—I will continue in constant friendship with the Honorable East India Company, holding myself in submission and loyalty to them, and regarding their enemies as my enemies.

Clause 2.—I will continue to pay, without demur, to the said Government as my annual peshkus or tribute 12,000 kahuns of Cowrees in three instalments, as specified herein below.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause 5.—I will take measures of precaution and care within my own territories, so as to prevent the passage, within my boundaries, of any troops, horse or foot, who may be the enemies of the said Company.

The tribute to be paid in the following instalments, to wit:—

In the month of Cheyt	...	...	4,000 kahuns.
Ditto ditto Jeyt	...	...	4,000 „
Ditto ditto Asar	...	...	4,000 „

Dated 16th December 1804.

1st Ramzan 1211.

(True translation.)

WM. L. LACEY,

Ooriah Translator to Government.

No. CXXIX.

KAOOL-NAMAH or COUNTER-ENGAGEMENT given on behalf of the GOVERNMENT to JONARDUN BHUNJ, RAJAH of KILLAH KEONJHUR, 16th December* and delivered to PERSADEE DOSS, VAKEEL.

We, Lieutenant-Colonel George Harcourt, Commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this acknowledgment, as set forth in the following paras., to Rajah Jonardun Bhunj of Killah Keonjhur, in the said Soobah of Orissa.

Clause 1.—We agree that the whole of the lands, whether called Mogulbundi or by any other name, which were in the possession and enjoyment of the said Rajah of Keonjhur, during the time of the Mahratta Sovereignty, shall belong in perpetuity to the said Rajah of Keonjhur, and further, we agree that besides the peshkus (or tribute) hereinafter specified, no demands shall be made or levied from him.

Clause 2.—The annual peshkus (or tribute) payable for the Rajgee of the said Killah, is fixed in perpetuity at 12,000 kahuns of Cowrees and no further payment, however trifling, whether as Nuzzur or supplies, or under whatsoever name, shall be demanded or taken from the said Rajah.

Clause 3.—Any just representation made by the Rajah of the said Killah shall receive, on the part of the Honorable Company's Government, an answer in accord with the amity subsisting with the said Rajah.

(Signed) G. HARCOURT, *Lieut.-Col.*

„ J. MELVILLE.

(A true translation.)

WM. L. LACEY,

Ooriah Translator to Government.

* The original of this document does not bear the year on it, but there is little doubt it was granted in 1804.

No. CXXX.

SANAD granted to the CHIEF of KEONJHUR, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1898.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Keonjhur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Dhunurjoy Narain Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja Gadadhar Narain Bhunj, are hereby formally recognised as the Feudatory Chief of the Keonjhur State, and you are permitted, as heretofore, to generally administer the territory of the said Keonjhur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand seven hundred and ten, anna one and pies three per annum, which you and your predecessors have heretofore paid, exclusive of the tribute or peshkash of Rupees two hundred and sixty-six, annas ten and pies eight payable to your credit by the Chief of Pal Lahera.

III.—You shall try in your Courts all criminal cases occurring in your territory, except (I) those in which Europeans are concerned, and (II) heinous offences, such as murder, homicide, dakaiti, robbery, and torture. You shall refer the cases excepted above for disposal to the Superintendent of the Tributary Mahals or to such of his Assistants as he may indicate. Sentences passed by you on criminal offenders shall be regulated by the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal, and shall not exceed [unless His Honour is pleased to entrust you with more extensive powers, in which case you shall be entitled to exercise such further powers, in the manner, to the extent, and subject to the conditions, if any, which His Honour may prescribe] in the case of imprisonment, a term of two years, in the case of fines, a sum of one thousand rupees, and in the case of whipping, thirty stripes. All orders passed by you in criminal cases shall be subject to revision by the Superintendent, to whom you shall send the records of any case for which he may call.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may

pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VIII.—You shall consult the Superintendent of the Tributary Mahals in all important matters of administration, and comply with his wishes. The settlement and collection of the land-revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Superintendent of the Tributary Mahals may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British territory will be dealt with by the Superintendent of the Tributary Mahals or such other officer, as His Honour the Lieutenant-Governor of Bengal may appoint either generally or specially, in that behalf, with two accessors, one to be appointed by yourself and the other by His Honour the Lieutenant-Governor, unless in any such case you should prefer that the question should be decided by such Superintendent, or other officer alone, in which case the question shall be referred for his decision accordingly.

SIMLA;
The 28th October 1898.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor General of India.

No. CXXXI.

TREATY ENGAGEMENT executed by the RAJAH OF KILLAH MOHUR BHUNJ, a Tributary Mehal subordinate to Cuttack, in the SOOBAH of ORISSA,—1829.

I, Rajah Judoonauth Bhunj, Bahadoor, of Killah Mohurbhunj, of Cuttack, do enter truly and honestly into this Engagement executed by me to the Government of the Honorable East India Company as hereinafter contained, to wit :—

Clause 1.—I will always maintain myself in submission and loyalty to the Honorable East India Company's Government.

Clause 2.—I engage for myself and my heirs and successors to pay annually in perpetuity, and without demur or excuse, as peshkus for the said Killah, 1,001 Sicca rupees, in the following instalments, to the said Government.

Clause 3.—If any resident of the said Soobah of Orissa should flee and come into my territories, I engage, on demand, to cause him to be immediately apprehended, and send him on to the authorities (for the time being).

Clause 4.—If any ryot belonging to my territories should commit an offence within the Mogulbundi boundaries, then, on demand to that effect, I engage to cause such offender to be apprehended and sent to the Authorities for trial. And should I have ground of claim on any resident of the Mogulbundi, I will refrain from enforcing such claim on such person of my own motion, but will notify the circumstance to the Authorities and act on such orders I may from him receive.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all russud and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, or to any other person whatever, who may be proceeding by land or water with goods or orders, or with any perwannah on the part of Government through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah or any other person whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion and the bringing of such recusant into subjection to the aforesaid Government. Such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

Clause 7.—Whereas I have a six-anna claim on the Government on account of the Khoonta Ghat or Ferry, I now of my own free will relinquish such claim, and agree and hereby declare that any such claim made by me, or that shall be made by my heirs and successors shall be false, and to be rejected.

The instalments shall be as follows :—

In Cheyt	...	...	...	...	Rs. 335
„ Jeyt	...	...	...	...	„ 335
„ Asar	...	...	...	...	„ 331

Dated 1st June 1829. Signed by Rajah

Witnessed by—

1. SADHOO BHOOEA, *of Mouza Gounteapoor, Mohurbhunj.*
2. RAM JENNA, *of Totaparra, Killah Mohurbhunj.*

(True translation.)

(Sd.) WM. L. LACEY,
Ooriah Translator to Government.

No. CXXXII.

TREATY ENGAGEMENT executed by the RANI of NILGIRI,—1833.

We, Rani Chira Dei, wife of Gobindchandra Mardaraj Harichandan, deceased, Zamindar of Killa Nilgiri and Shibacharan Patnaik, Dewan of Nilgiri, north of Cuttack district, engage faithfully and correctly to abide by this Engagement entered into by us with the Honorable East India Company as contained in the following clauses, to wit :—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will continue to pay, without demur to the said Government, as my annual peshkas or tribute Rs. 3,056 As. 11 G. 3 Kr. 2 Rupees three thousand six hundred fifty-six, annas eleven, gandas three, Kauris two in three instalments as specified herein below.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Subah appertaining to the Honorable Company aforesaid and who may have fled and come into my territory, to be forthwith arrested and delivered over to Government.

Clause 4.—Should any person who is a resident in my territories commit a crime within the limits of the Mogalbandi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over for trial to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogalbandi, not of my own authority to enforce such claim but I will notify the same to the constituted authority and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the

people of my Killa to supply, to the extent of their capability, all rasad and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government or to any other person whatever, who may be proceeding by land or water with goods or orders or with any parwana on the part of Government through my boundaries and will rather take care that no loss or mischief shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Raja or any other person whatever shall disobey the said Government, I engage on demand and without demur to depute a contingent force of my own troops with the forces of Government for the purpose of rebuking and chastising such rebel and bringing him under the subjection of the aforesaid Government. Such contingent to receive only rations agreeably to the previously current practice, so long as they shall be present.

These shall be the instalments of my peshkas to be paid :—

		Rs.	As.	Ganda.	Kauris.
In the month of Cheyt	... ...	1,269	0	0	„
Ditto Jeyt	... ...	1,269	0	0	„
Ditto Asar	... ...	1,118	11	3	2
Total	...	3,656	11	3	2

Dated 21st March 1833.

MUKHTAR JAGANNATH BALLABH,

for most obedient servant, Rani Chira Dei, wife of Gobind Chandra Mardraj Harichandan, deceased.

No. CXXXIII.

SANAD granted to the CHIEF of PAL-LAHERA, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1898.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Pal Lahera in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Ganeswar Pal, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Ganeswar Pal, son of Raja Mooni Pal Bahadur, are hereby formally recognised as the Feudatory Chief of the Pal Lahera State, and you are permitted, as heretofore, to generally administer the territory

of the said Pal Lahera State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid, for credit as a portion of the tribute or peshkash payable by the Keonjhur State, and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force:—

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Keonjhur (see No. CXXX).

SIMLA:
The 28th October 1898.

Seal of the Governor-General of India in Council.

(Sd.) ELGIN,
Viceroy and Governor-General of India.

No. CXXXIV.

SUNNUD given to the Chief of BONAI on renewal of the former settlement.

WHEREAS the estate of Bonai has been open to resettlement or revision since the 17th day of February 1832, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with you, Rajah Inder Deo on the 17th day of February 1827 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Inder Deo, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Bonai is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements and stipulations detailed in the kabulyat executed by you on the 17th day of February 1827 aforesaid.

Sunnud issued on the 24th December 1875.

W. LE F. ROBINSON,
Commissioner of Chota Nagpore.

No. CXXXV.

SUNNUD given to the Chief of GANGPORE on renewal of the former settlement.

WHEREAS the estate of Gangpore has been open to resettlement or revision since the 17th day of February 1832, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Pursooram Sikhar Deo on the 17th day of February 1827 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Rughoonath Sikhar Deo, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Gangpore is renewed with you for twenty years, commencing from the 5th day of the month of November 1875, and ending on the 4th day of the month of November 1895, under the conditions, agreements, and stipulations detailed in the kabulyat executed by your late ancestor, the said Rajah Pursooram Sikhar Deo, on the 17th February 1827 aforesaid.

Sunnud issued on the 3rd March 1876.

W. LE F. ROBINSON,
Commissioner of Chota Nagpore.

No. CXXXVI.

SANAD granted to the CHIEF of BONAI, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1899.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Bonai in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chandra Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Chandra Deo, son of Raja Inder Deo Bahadur, are hereby formally recognised as the Feudatory Chief of the Bonai State, and you are permitted, as heretofore, to generally administer the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officers as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf,

with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone in which case the question shall be referred for his decision accordingly.

CALCUTTA;
The 11th April 1899.

CURZON OF KEDLESTON,
Viceroy and Governor-General of India.

No. CXXXVII.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1899.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Gangpur in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sikhar Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Raghunath Sikhar Deo, son of Lal Pitamber Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to generally administer the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force :—

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Bonai (see No. CXXXVI).

CALCUTTA ; *The 8th March 1899.* } CURZON OF KEDLESTON, *Viceroy and Governor-General of India.*

No. CXXXVIII.

SANAD granted to the CHIEF of BONAI, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

SANAD.

To—Raja Indra Deo.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Bonai in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto ; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Indra Deo, the following sanad, in supersession of that granted to your father on the 11th April 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

1. You Raja Indra Deo, son of Raja Chandra Deo, are hereby formally recognised as the Feudatory Chief of the Bonai State, and you are permitted as heretofore to administer generally the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such

officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authority concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of His Honour the Lieutenant-Governor of Bengal.

8. You shall consult the Commissioner of Orissa, or any officer duly vested with authority by the Lieutenant-Governor of Bengal, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner of Orissa or such other officer may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Orissa or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or othe officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA; *The 23rd December 1905.*

(Sd.) MINTO,
Viceroy and Governor-General of India.

Seal.

No. CXXXIX.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

SANAD.

To—Raja Raghunath Sikhar Deo.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Gangpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sikhar Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

1. You, Raja Raghunath Sikhar Deo, son of Lal Pitamber Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to administer generally the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3, 4, 5, 6, 7, 8, 9, 10 — These clauses are identical with the corresponding ones in the Sanad granted to Bonai (see No. CXXXVIII).

(Sd.) MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

Seal.

No. CXL.

SUNNUD granted to Rajah Tribbookun Deo, of Bamra,—dated Simla, the 20th May 1865.

The same to Rajah Ooditpratab Deo, of Kharonde.
Maharajah Heera Beejur Deo, of Patna.
Rajah Neeladhur Sing, of Sonepore.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

Lord Canning also issued a similar adoption Sanad in March 1862 to the Rajah of Kalahandi or Karond, and it is doubtful whether this or the one above was delivered to the Chief. Neither can be discovered (1906) among the Chief's own papers, but it is probable that the one above is the one actually given to him.

No. CXLI.

Adoption Sunnud granted to RAJAH BISHEN CHUNDER ZENAMOONEE of Rehracole,—dated Simla, the 23rd May 1866.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

No. CXLII.

Sanad granted by the Chief Commissioner, Central Provinces, in 1867.

To

BISHUNCHUNDER ZEENAMUNEE, REJAH of REHRACOLE.
TRIBHOOBUN DEO BAHADOOR, RAJAH of BAMRAH.
NELADREE SINGH DEO BAHADOOR, RAJAH of SONEPOOR.
OODIT PRATAP DEO, RAJAH of KHAROND, or KALAHUNDY.
SOOR PRATAP DEO, MAHARAJAH of PATNA.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognize you a Feudatory and to permit you to govern your own territories in all matters whether Criminal, Civil, or Revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment, you will before passing orders for carrying out such sentence, send the case up to the Commissioner of the Chutteesgurh Division, or other such officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions; and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed.

1. That you shall pay regularly the tribute of Rs. * , now fixed for 20 years, *viz.*, from the current year 1867 to the year 1887 A.D., and that the said tribute shall be liable to revision at the expiration of the said term, or at any time thereafter, that the Government may think fit.

*Rajah of Rehracole	580
Rajah of Bamrah ...	350
Rajah of Sonepore ...	5,000
Rajah of Kharond ...	3,550
Maharajah of Patna...	600

2. That you shall deliver up any offender from British or other territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned.

3. That you shall do your utmost to suppress crimes of all kinds in your State.

4. That you shall administer justice fairly and impartially to all alike.

5. That you shall recognize the rights of all your people and continue them in the same—and that on no account shall you oppress them or suffer them in any way to be oppressed.

6. That you shall levy no transit duties on grain, merchandize, or on any article of commerce passing through your State.

7. That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore, or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

8. That you shall appoint an approved Vakeel to be a permanent resident at the Sudder Station of the Sumbulpore District, in view to all orders affecting your State being communicated through him to you.

9. That you shall manage your abkaree revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your abkaree arrangements do so interfere, the Chief Commissioner shall have authority to raise your tribute by Rs. * per annum, until your abkaree arrangements are again satisfactory.

* Rajah of Rehrahcole	1,000
,, ,, Bamrah	500
,, ,, Sonepore	1,000
,, ,, Kharond	1,000
Maharajah of Patna	1,000

THE RESIDENCY, NAGPORE;
4th September 1867.

(Sd.) J. H. MORRIS,
Officiating Chief Commissioner.

No. CXLIII.

SANAD granted to the CHIEF of BARMA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a Tributary Chief of a Gurjat State His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 1,500 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A. D., and that the said

tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2. That you shall deliver up any offender from British or other territory who may take refuge in your State ; that you will aid British officers who may pursue criminals into your territory ; and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned.

3. That you shall do your utmost to suppress crimes of all kinds in your State.

4. That you shall administer justice fairly and impartially to all alike.

5. That you shall recognise the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.

6. That you shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State.

7. That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Orissa Division, or any officer duly vested with authority by the Lieutenant-Governor of Bengal.

8. That you shall appoint an approved Vakil to be permanent resident at the Sadr Station of the Sambalpur District, in view to all orders affecting your State being communicated to you.

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory ; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 500 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

Seal.

No. CXLIV.

SANAD granted to the CHIEF of KALAHANDI (or KAROND) defining his status, powers, or position with reference to the BRITISH GOVERNMENT,—1905.

His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 12,000 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2, 3, 4, 5, 6, 7, 8. These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CXLIII).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

Seal.

No. CXLV.

SANAD granted to the CHIEF of PATNA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in compyling with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 8,500 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2, 3, 4, 5, 6, 7, 8 } These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CXLIII).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

Seal.

No. CXLVI.

SANAD granted to the CHIEF of REHRAKHOL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a tibutary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 800 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2, 3, 4, 5, 6, 7, 8. These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CXLIII).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

Seal.

No. CXLVII.

SANAD granted to the CHIEF of SONPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso ; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 9,000 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2, 3, 4, 5, 6, 7, 8 } These clauses are identical with the corresponding ones in the sanad granted to Bamra (see No. CXLIII).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,
Viceroy and Governor-General of India.

CALCUTTA ;
The 23rd December 1905.

Seal.

No. CXLVIII.

AGREEMENT entered into by the CHIEF of BAMRA regarding the cession of land in the BAMRA STATE, with the JURISDICTION thereon, required for the BENGAL-NAGPUR RAILWAY,—1891.

I, Sudhal Deo, C.I.E., the Feudatory Chief of the Bamra State in the District of Sambulpur, do in virtue of all powers and authorities, as far as I can or may, by these presents grant and convey unto Her Majesty, the Empress of India, Her Heirs, Representatives and Assignees the strip of land comprising 615 (six hundred and fifteen) acres, 1 (one) rood, and 22-38 (twenty-two-thirty-eight) poles situate in my territories within the Mauzahs mentioned in the schedules appended, and bounded as per land plans annexed, the same having been surveyed and demarcated for the purpose of the Bengal and Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, Her Heirs, Representatives, and Assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this fifteenth day of February eighteen hundred and ninety-one.

Signed, sealed and delivered.

Witnesses—

(Sd.) KHUBRAM MARWAREE.
„ MUKHRAM MARWAREE.

(Sd.) SUDHAL DEO, C.I.E.,
Feudatory Chief of Bamra.

P.S.—The lands are bounded as per map of the Public Works Department hereto attached.

WITNESS—

(Sd.) KHUBRAM MARWAREE.
„ MUKHRAM MARWAREE.

(Sd.) SUDHAL DEO, C.I.E.,
Feudatory Chief of Bamra.

The 15th day of February 1891.

(Sd.) J. P. GOODRIDGE,
Political Agent.

The 17th February 1891.

(Sd.) M. M. BOWIE,
Offg. Commr., Chattisgarh Division, Raipur, Central Provinces.

The 9th March 1891.

Here follow the schedules, the plan and the map.

IV.—POLITICAL STATES OF CHOTA NAGPUR.

Saraikula and Kharsawan.—In 1833 the South-Western Frontier Agency was created which contained, among others, the nine States noted on the margin. The designation of the Agency was changed in 1854 to that of "Commissionership of Chota Nagpur." In October 1905 Sarguja, Udaipur, Jashpur, Korea, and Chang Bhakar were transferred to the Central Provinces, while Gangpur and Bonai were placed under the charge of the Commissioner of Orissa.

Sarguja.	Korea.
Udaipur.	Bonai.
Jashpur.	Chang Bhakar.
Gangpur	Saraikala.
Kharsawan.	

The Singhbhum country was never conquered by the Marathas, and was in the position of an independent State when Raja Ghansham Singh tendered his allegiance to the British Government in 1818. The object of the Raja in so doing was partly to be recognised as owning the allegiance of his kinsmen, the Raja of Saraikala and the Thakur of Kharsawan, whose estates are situated in the Singhbhum country, and partly to procure assistance in subduing the refractory tribe of the Larka Kols. The Raja's pretensions to supremacy were not recognised. An Agreement (No. CXLIX) was in 1820 taken from him only as regards his own estate. It is believed that separate engagements were taken from the Raja of Saraikala and the Thakur of Kharsawan, but no copies of these are extant.

(1) PORAHAT.

Part of the Estate of the Raja of Singhbhum, afterwards styled the Raja of Porahat, was confiscated in January 1858 for rebellion, and granted to the Raja of Saraikala and the Thakur of Kharsawan, while Rs. 97 paid as quit-rent by the Thakur of Anandpur, whose Estate was held in subordination to the Raja of Porahat, were remitted in perpetuity. The remainder of the Singhbhum Raja's Estate was sequestrated during the Raja's lifetime, and Government declared that on his death a member of his family should be re-instated in Porahat. Arjun Singh, the *ex*-Raja, was in 1862 granted an increased pension of Rs. 400, which was raised to Rs. 600 in 1888. He died in March 1890. By Act II of 1893 it was enacted that the Estate should thenceforth be part of the Singhbhum district. Certain portions of the Estate were granted in 1859 to divers individuals, and in 1895, by an Indenture dated the 4th October (No. CL), the unalienated portion was granted as an inalienable, impartible, revenue-free *zamindari* to Arjun Singh's only son, Kumar Narpat Singh, who was granted in November 1901 the title of Raja as a personal distinction.

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the

administration of justice in their respective jurisdictions. By these rules the judicial powers of these Chiefs were limited to sentences of imprisonment up to two years, or to fines not exceeding Rs. 50; or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment up to five years, and fines not exceeding Rs. 200. They had no powers of whipping, and all orders passed by them were subject to revision by the Commissioner. The rules also dealt with the management of police, prisons, etc., in their States.

In 1891 the Secretary of State decided that these States were not part of British India, and the Chiefs were formally recognised as feudatories in the new sanads granted them in 1899.

The powers exercised by British Courts in respect of criminal cases arising in these States have been regularised by the Notifications of the Foreign Department No. 640-I.B., dated the 8th March 1899, and No. 301-I. B., dated the 22nd January 1904, and the law and procedure by which such Courts are to be guided have been indicated by that Department's Notification No. 2690-I.B., dated the 16th September 1899.

The Commissioner of Chota Nagpur is Political Agent for the States, and is assisted by the Deputy Commissioner of Singhbhum.

(2) SARAIKALA.

The Rajas of Saraikala have always been distinguished for loyalty to the British Government. Raja Ajambar Singh died in 1837 of illness brought on by exposure and fatigue in the Kol campaign, in the course of which he rendered important services. His son and successor, Raja Chakradhar Singh Deo, who in 1856 received the title of Raja Bahadur as a personal distinction, gave valuable assistance during the Singhbhum mutiny of 1857, and during the Keonjhar campaign in 1868. He was rewarded for his services on the former occasion with a khilat and with a portion of the sequestrated Estate of the Raja of Porahat, for which in 1860 he received a Sanad (No. CLI). Chakradhar Singh died in 1883, and was succeeded by his son, the present Raja, Kunwar Udit Narayan Singh, who was born on the 16th January 1849. On account of the services of his father and grandfather, as well as on account of his own character, the title of Raja Bahadur was in 1884 continued to the Kunwar as a personal distinction. In 1899 he was granted a Sanad (No. CLII).

In 1888 the Chief ceded civil and criminal jurisdiction over the lands required in his state by the Bengal-Nagpur Railway.

The area of Saraikala is 449 square miles; its population, according to the census of 1901, 104,539; and its revenue (1905) Rs. 1,05,629.

It pays no tribute. The State possesses (1905) 4 serviceable and 3 unserviceable guns.

Saraikala is liable to the nazarana rules.

(3) KHARSAWAN.

Raja Ganga Ram Singh of Kharsawan was also rewarded for his services in the Singhbhum mutiny of 1857 with a portion of the sequestrated Estate of the Raja of Porahat, for which in 1860 he received a Sanad (No. CLIII.). The State, owing to the minority of the late Chief, on whom, like his predecessors, the title of Thakur was conferred as a personal distinction in 1891, was under the direct administration of Government from 1884 to 1890. In 1899, Thakur Mahendra Narayan Singh Deo was granted a Sanad (No. CLIV). He died on the 6th February 1902, and was succeeded by his son, Sriram Chandra Singh Deo, who was born on the 5th July 1892, during whose minority the State is again under Government management.

Mahendra Narayan Singh Deo ceded in 1888 civil and criminal jurisdiction over the lands required in his State by the Bengal-Nagpur Railway. He was then a minor, and the deed was also signed by his guardian, the Deputy Commissioner of Singhbhum. The deed was ratified in 1892 by the Thakur after attaining his majority.

Kharsawan contains an area of 153 square miles; and a population, according to the census of 1901, of 36,540. Its revenue (1905) was Rs. 40,010. It pays no tribute. The State possesses (1905) two unserviceable guns.

Kharsawan is liable to the nazarana rules.

(4) LARKA KOLS.

The Larka Kols were subdued in 1821, and an Agreement (No. CLV) was made with them, by which they bound themselves to be subject to the British Government, and to pay a fixed tribute to their Chiefs. But in consequence of repeated outrages, it was found necessary to send a force against them in 1836, when fresh arrangements were verbally made and solemnly sworn to, by which they bound themselves to obey, and pay revenue to, the British Government. In 1838 each of the headmen received a Sanad (No. CLVI) and patta, in the former of which all the conditions which they had sworn to abide by were specified. Whenever a new headman is appointed he receives a sanad, and swears to abide by the conditions. In 1857 a large number of the Larka Kols espoused the cause of the Raja of Porahat, but on the restoration of order they reverted to peaceful pursuits.

No. CXLIX.

TRANSLATION of a KUBOOLYUT taken from RAJAH GHUNSHAM SING DEO OF PORAHAT, in SINGBHOOM, dated 1st February 1820.

Whereas His Excellency the Most Noble the Governor-General in Council has been graciously pleased to extend to me the protection of the Honourable Company, and to admit me within the list of Feudal Tributaries of the British Empire in India, I hereby engage and bind myself and my posterity to a loyal devotion to the interest of my new Sovereign, and the most implicit obedience to such orders as I or they may, from time to time, receive from a competent authority. I further engage for the purpose of marking my Feudal dependence on the British Government to pay an annual tribute of 101 Sicca Rupees to be given with the year 1226 (1st Bhadon) 1818, and to be paid in the month of Poos, to the person who may be appointed to receive it by His Lordship in Council.

Should I or my posterity wilfully fail in the observance of these stipulations, I hereby declare myself and them liable to such notice of, or punishment for, the infringement, as it may appear to the British Government for the time being to deserve.

TRANSLATION of the POTTAH given to RAJAH GHUNSHAM SING DEO of PORAHAT, in SINGBHOOM, dated 1st February 1820.

In return for the Engagement which you have executed and delivered to Captain Ruddell, I am authorized and directed by the British Government to assure you of the protection of the Honourable Company, the efficient benefit of which, in your maintenance in all your existing rights, privileges, and possessions, you and your posterity will continue to enjoy, so long as you and they shall faithfully abide by the stipulations to which you have pledged yourself and them.

No. CL.

INDENTURE relating to the grant of the ZAMINDARI of PORAHAT to KUMAR NARPAT SINGH, son of RAJA ARJUN SINGH, the late *EX*-RAJA of PORAHAT—1895.

THIS INDENTURE made the fourth day of October one thousand eight hundred and ninety-five BETWEEN THE SECRETARY of STATE FOR INDIA IN COUNCIL, hereafter called the Secretary of State, of the one part and KUMAR

NARPAT SINGH at present of Benares, son of Raja Arjun Singh deceased, the late *ex*-Raja of Porahat, of the other part.

WHEREAS the Raj Estate of Porahat prior to its confiscation by the British Government was a Tributary Native State in the nature of an impartible and inalienable Raj the succession to which was regulated by the custom of primogeniture.

AND WHEREAS in the year one thousand eight hundred and fifty-eight the said Arjun Singh the then Raja of Porahat was deposed and his estate was confiscated by the British Government and as from the date of such confiscation the said Porahat estate has been dealt with as British territory and the same was by proclamation declared and appointed by the Governor-General in Council to be subject to the Lieutenant-Governor of Bengal, and by Act II of 1893 of the said Governor-General in Council it was enacted that the estate should thenceforth become and be part of the Singhbhum District.

AND WHEREAS certain portions of the said Porahat estate were afterwards granted to divers individuals by the Government of India.

AND WHEREAS the said Raja Arjun Singh died on or about the second day of March one thousand eight hundred and ninety leaving the said Kumar Narpat Singh his only son and the Governor-General in Council has now decided as an act of grace to grant the unalienated portion of the said Porahat estate to the said Kumar Narpat Singh as and from the first April one thousand eight hundred and ninety-one to be held by him and his lineal heirs male according to the custom of lineal primogeniture (the eldest male of the eldest branch being preferred) as an inalienable and impartible revenue-free zemindari.

AND WHEREAS it is necessary in the opinion of the legal advisers of the Governor-General in Council to resort to special legislation to give due validity to the condition of inalienability and impartibility subject to which the grant of the said estate is to be made and it is accordingly intended that these presents shall be ratified and confirmed by an Act to be passed by the Governor-General in Council.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and as an act of grace the said Secretary of State doth hereby direct and appoint that all and every the lands now forming the unalienated portions of the Original Porahat Raj and which are now called or known as the Porahat estate and are more particularly described in the schedule hereunder written (expressly including the Bandgaon estate formerly an undertenure of the Original Porahat Raj and afterwards separated from Porahat and made a Government estate, but which it is now intended to include in the said Porahat estate) shall as from the first April one thousand eight hundred and ninety-one be vested in and be for ever held and enjoyed by the said Kumar Narpat Singh and such one among his lineal heirs male as under the limitations and conditions hereinafter contained may be successively entitled thereto with and subject to the incidents powers limitations and

conditions as to impartibility and inalienability and otherwise hereinafter contained, that is to say—

(1) THAT the said Kumar Narpat Singh and his successors save in so far as is otherwise expressly stipulated by these presents shall have and may exercise full proprietory rights as zemindars in and over all the lands now comprised in the said Porahat estate as described in the schedule hereto (and expressly including the said Bandgaon estate) and in and over all minerals lying in and under the same, but so that the transfer of the said estate intended to be effected by these presents shall be subject and without prejudice to all existing engagements with raiyats and undertenure holders as well as with the holders of the villages of Hatia, Rajgaon and Nakdi, and as regards the said Bandgaon estate subject to the settlement thereof made by Government in the year one thousand eight hundred and eighty and eighty-one under which a fixed rent of rupees six hundred and sixty-eight per annum is payable; provided always that nothing herein contained shall resuscitate any right to receive rents from the Thakurs of Anandapur or Kera or their successors, such rents having been remitted for ever by the British Government or interfere in any way with the rights exercised or the privileges enjoyed by the Thakurs of Anandapur or Kera or their successors or confer any right to minerals in Anandapur, Kera, or in the village of Hatia in Pargana Chakradharpur during the existence of the rent-free tenures heritable by heirs male by which the said Anandapur, Kera and Hatia are now held. And it is hereby further declared that in the event of the extinction of heirs male in the families of the Thakurs of Anandapur or of Kera or of the holder of Hatia or of either of them, the reversionary right of succession to the rent-free tenures aforesaid shall vest in the zemindar of Porahat for the time being in accordance with the custom which prevails in such cases in Chota Nagpur.

(2) THAT the succession to the said estate shall be governed by the custom of lineal primogeniture, that is to say, that the estate shall descend as an impartible zemindary or estate to the lineal heirs male of the said Kumar Narpat Singh in succession the eldest male of the eldest branch being always preferred to the exclusion of nearer members of younger branches.

(3) THAT the said estate shall be for ever free from all demands on account of Government land revenue, but shall be subject to all general taxes and local rates now or hereafter to be imposed by law in respect of the estates of zemindars in the said Singbhum District and to all claims of the Government of India or Government of Bengal in respect thereof other than claims for Government land revenue and in particular shall be subject to the payment of a perpetual charge or tax of rupees Two thousand and one hundred per annum for the maintenance of the police stations at Chakradharpur and Monarpur, any arrears of such last mentioned charge or tax of rupees Two thousand and one hundred per annum to be a public demand within the meaning of section 7 of the Public Demands Recovery Act I (B.C.) of 1895 and to be recoverable and realisable as such

in accordance with the provision of that Act or any statutory modification thereof for the time being in force.

(4) THAT until the said Kumar Narpat Singh shall be put in possession thereof the said Porahat estate shall remain under the charge of the Deputy Commissioner of Singhbhum and be managed by that officer as heretofore and shall be handed over to the said Kumar Narpat Singh after the execution of this deed together with any surplus proceeds which may stand to his credit at the time after deducting all charges and demands and after taking from the said Kumar Narpat Singh a release in full of all claims to accounts and all other rights claims and demands in respect of the management of the estate and the application of the income since the first day of April one thousand eight hundred and ninety-one.

(5) THAT the said Kumar Narpat Singh shall not nor shall any of his successors sell mortgage demise or alienate the said estate or any portions thereof otherwise than by lease or demise for a term not exceeding twenty-one years, and under a rent without bonus or salamee.

(6) THAT no building of any kind shall be erected within a distance of half a mile of any of the railway stations now in existence within the limits of the said Porahat estate except with the written consent of the Secretary to the Government of Bengal in the Public Works Department.

(7) THAT the whole of the forests now in charge of the Forest Department shall continue to be managed by that Department on behalf of the said Kumar Narpat Singh and his successors and without any right of interference by him or them and that the accounts of such management shall be balanced every five years and the net profits shown thereby after deducting all expenses (including pensions and contributions and after making good the balance of rupees twenty-nine thousand one hundred and nineteen now at debit of the working account but without interest) shall as soon as possible after the taking of every such quinquennial account be paid over by the Forest Department to the said Kumar Narpat Singh or other the zemindar for the time being of the said Porahat estate.

(8) THAT the Indenture entered into between the Secretary of State in Council and Messieurs Jardine Skinner and Company executed on the twenty-first September one thousand eight hundred and ninety-five conferring a mining lease on the part of Government to Messieurs Jardine Skinner and Company within certain specified lands in the estate of Porahat shall remain in force and that the Government shall act in respect of this lease on behalf of the said Kumar Narpat Singh and his successors and without any right of interference by him or them and that the accounts of all rents and royalties and receipts thereunder shall be balanced every five years, and that the net profits shown thereby after deducting all expenses incurred by Government in respect of the lease shall as soon as possible after the taking of every such quinquennial account be paid over by the Deputy Commissioner of Singhbhum on behalf of Government to the said

Kumar Narpat Singh or other the zemindar for the time being of the said Porahat estate.

(9) THAT in case the said Kumar Narpat Singh or any of his lineal male heirs owners for the time being of the said Porahat estate shall at any time in contravention of the terms of these presents sell mortgage demise or alienate (otherwise than by such lease or demise as aforesaid) the whole or any portion or portions of the said estate or attempt or effect so to do or shall do or suffer any act deed matter or thing whereby the said estate or any part thereof would through the act or default of such owner for the time being of the said estate or by operation or process of law or otherwise if the said estate belonged absolutely to him and was not subject to this present condition become vested in or belong to some other person or persons. Then and in such case the limitation and appointment of the said estate to the said Kumar Narpat Singh and his lineal heirs male in succession shall *ipso facto* cease and determine and the said estate shall thereupon revert to and be held and enjoyed by the said Secretary of State for India in Council and his successors for his and their own benefit.

The Schedule above referred to.

THE "Porahat Estate" within the meaning of this Indenture shall comprise the whole of the Original Porahat Raj, with the exception of the undermentioned alienated tracts:—

A.—TRACTS alienated under Bengal Government Order No. 6331, dated the 7th November 1859—

(1) KORAIKELA pargana (without its Kol Pirs) which, with the exception of the two villages of Bhalupani and Rangrin, has been conferred on the Raja of Seraikela.

(2) VILLAGE of Bhalupani in Koraikela pargana, which has been granted to Kumar Jugar Nath Singh, a brother of the Raja of Seraikela.

(3) VILLAGE of Rangrin in Koraikela pargana, which has been granted to Babu Pitamber Singh, another brother of the Raja of Seraikela.

(4) FOUR villages of pargana Chakradharpur, *viz.*, Sitahakah, Semudiri, Dalki and Samrai, which have been granted to the Thakur of Kharsawan.

B.—TRACT alienated under Bengal Government Order No. 603-P., dated the 17th February 1886.

(5) LANDS which have already been acquired by Government for the purposes of the Bengal-Nagpur Railway.

IN WITNESS whereof of the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

SIGNED SEALED and DELIVERED by John Prescott Hewett, Officiating Secretary to the Government of India in the Home Department, for and on behalf of His Excellency the Viceroy and Governor-General of India in Council acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

L. M. THORNTON,

Deputy Secretary to th Government of India, Home Department, Simla.

J. P. HEWETT,

Offg. Secretary to the Govt. of India, Home Department.

SIGNED SEALED and DELIVERED by the above-named Kumar Narpat Singh in the presence of

W. H. COBB,

Justice of the Peace and Magistrate, Benares.

NARPAT SINGH.

10th October 1895.

10th October 1895.

In consequence of the passing of Act XV of 1895 (the Crown Grants Act, 1895), the special legislation referred to in the preamble of the deed has become unnecessary.

J. P. HEWETT,

Secretary to the Government of India,

Home Department.

No. CLI.

TRANSLATION of a SANAD, dated the 31st May 1860, granted to RAJA CHAKARDHAR SINGH DEO BAHADUR, ZEMINDAR of SARAIKELA.

After compliments.—Whereas during the late disturbances caused by Raja Arjun Sing and other rebels of Porahat you have shown your loyalty to Government and rendered every assistance. Government of India, on the recommendation of the Deputy Commissioner of Singbhum and of the Commissioner of Chutia Nagpur, has granted to you rent-free all the Sadani villages [villages inhabited by non-aboriginal tribes of Pergana Koraikela]

on account of which this sunnud is given to you. It is herein declared that you shall continue to be always ready to show your loyalty and to render assistance to Government, and that, on these conditions, you and your successors shall enjoy from generation to generation (*Putra Pautradik*) the villages within the boundaries given below as *Lakhraj* in the same manner as you hold your ancestral State of Saraikela. It is incumbent on you to keep the ryots of these villages under peaceful control, and to make proper settlement of the villages, the rents of which are hereby appropriated to you. The management and settlement of these villages should be established on lines calculated to lead to their gradual improvement. You shall not transgress the boundaries of these villages as fixed by Government, or encroach upon the Kolhan Khalsa villages of Government situated on the Pirs. Should any dispute arise between yourself and the ryots of Kolhan regarding boundaries or any lands claimed by the Kolhan villages under the Government, you and your ryots should bring a suit in a British court for the settlement of the dispute, and the court will pass proper orders after enquiry. You shall not yourself pass any decision in such matters. It is further laid down that you shall enjoy the same power of police administration and of deciding cases in the Koraikela villages hereby granted to you as you are now exercising in Saraikela. If any ryot of these villages complains against yourself, or against any ryot of a Government village, the case shall be decided in a British court. If any persons accused of serious crime committed in Government villages or witnesses of such crime happen to be residents of the villages granted to you, or take shelter therein, the Police Daroga or any other Government officer shall have power to go to such village and arrest or order the appearance of such persons, and every assistance shall be given him by the village officials. If any persons concerned in a case occurring in the villages granted to you be found in Government villages, you or your officers should give notice to the Government Police, with a view to the production of such persons. On occasions when Government troops or officials visit or pass through your territory, you shall comply with requisitions for supplies, forage, etc., and shall generally render every assistance in your power.

The boundaries of the Sadani villages of the Koraikela Pergana are as follows:—

On the North.—The Bedo Suta Nala; and on the north-east the Bandho Suti Pahar, on south of which is the Bamabat Pahar extending up to the Buch Pahar.

" " *West.*—The Dowarsini Pahar.

" " *South.*—The Baibaran Pahar, and due south, the Bar tree called Keonjhariya Bar; from this point due east the boundary passes through the Baran Sal Sarna up to the Janki Nadi.

On the East.—The Janki Nadi and the Kandikela Nadi. At the north-east corner the boundary is that laid down by Mr. John Haughton, Assistant Commis-

sioner, *viz.*, first, a Simal tree and the bank of Brahmani river; further west, at an angle of seventy degrees towards the south, is a Tilha tree, from which at an angle of seventeen and a half degrees west by south is a Mahwa tree, on the border of a plot of Bahal land, at the foot of which tree is a heap of stones. The other marks are mentioned in the decision passed by the above-named officer.

No. CLII.

SANAD granted to the CHIEF of SERAIKELLA defining his STATUS, POWERS, and POSITION with reference to the BRITISH GOVERNMENT,—1899.

WHEREAS the status and position with reference to the British Government of the Political State of Seraikella in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Udit Narain Singh Deo Bahadur, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Raja Udit Narain Singh Deo Bahadur, son of Raja Chukradhar Singh Deo Bahadur, are hereby formally recognised as the Feudatory Chief of the Seraikella State, and you are permitted, as heretofore, to generally administer the territory of the said Seraikella State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA; *The 8th March 1899.*

CURZON OF KEDLESTON,
Viceroy and Governor-General in India.

No. CLIII.

TRANSLATION of a SUNNUD, dated the 31st May 1860, granted to the RAJA GANGA RAM SING DEO, ZEMINDAR of KHARSAWAN.

After compliments.—Whereas the Government of India has granted to you rent-free, on the recommendation of the Deputy Commissioner of

Singbhum and of the Commissioner of Chutia Nagpur, the four villages of Sinabaka, Simudiri, Samrai and Dalki, in the Pergana Chakradharpur, in recognition of your loyalty and of the assistance rendered by you to Government during the disturbances caused by Raja Arjun Singh and other rebels of Porahat, this sunnud is accordingly granted to you, and it is herein declared that if you do continue in the same manner to be always ready to show your loyalty and to render assistance to Government, you and your successors shall enjoy from generation to generation (*Putra Pautradik*) these four villages, as defined by the boundaries given below, as *Lakhraj*. It is incumbent on you to keep the ryots of these four villages under peaceful control, and to arrange under proper management for the collection of the rents, etc., appropriated to yourself. The villages should be administered in such a way as will lead to their gradual improvement. You shall not transgress the boundaries of these villages as fixed by Government. As regards Police administration and the decision of cases in these villages, you shall have the same powers as those at present exercised in these villages by Government officers. Whenever any crime is committed in these villages, it would be the duty of yourself and your Thikadars to give immediate information to the Police at Chakradharpur. You shall not give shelter in any village under your possession to any criminals or bad characters. Should any such person attempt to take shelter in your villages, you shall immediately give information to the Government Police. On occasions when Government troops or officials enter or pass through your territory, you shall comply with requisitions for provisions, forage, etc., and shall generally render every assistance in your power.

Boundaries of the village of Sinabaka.

On the East.—A Bersi tree and the boundary of the Court.

„ „ *North.*—The Court boundary.

„ „ *West.*—The Court boundary and Behar and Asan trees.

„ „ *South.*—A Mahwa tree.

Boundaries of the village of Simudiri.

On the East.—A Bersi tree and a stone pillar.

„ „ *North.*—A Pond and footpath.

„ „ *West.*—A Pipul tree and, further on, an Asan tree.

„ „ *South.*—A Gular tree and, further on, a Pakar tree.

Boundaries of Mouza Samra.

On the East.—The footpath through a Mango tree garden situated partly on Mouza Kouchakada and partly in Mouza Samrai; this foothpath runs from north to south along a bank in Mouza Kouchakada.

„ „ *West.*—A Babera tree, and further west up to the boundary of Jugpura village.

On the South.—A branch of the Despardhan drain, further south the boundary of Chakradharpur.

„ „ *North.*—A drain.

Boundaries of Mouza Dalki.

On the East.—A Pipul tree, further on, a Karla tree.

„ „ *North.*—The Dal Dal drain, further on, a Pakar tree.

„ „ *West.*—A stone pillar, further on, Asan and Sakhwa trees.

„ „ *South.*—The footpath leading towards Mundibedul.

No. CLIV.

SANAD granted to the CHIEF OF KHARSAWAN defining his STATUS, POWERS, and POSITION with reference to the BRITISH GOVERNMENT,—1899.

WHEREAS the status and position with reference to the British Government of the Political State of Kharsawan in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Thakur Mohendro Narayan Singh Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Thakur Mohendro Narayan Singh Deo, son of Thakur Raghu Nath Singh Deo, are hereby formally recognised as the Feudatory Chief of the Kharsawan State, and you are permitted, as heretofore, to generally administer the territory of the said Kharsawan State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II, III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the sanad granted to Seraikala. (See No. CLII.)

CALCUTTA;
The 8th March 1899.

CURZON OF KEDLESTON,
Viceroy and Governor-General in India.

No. CLV.

AGREEMENT of LURKA COLES in 1821.

First.—We acknowledge ourselves to be subject to the British Government, and engage to be loyal and obedient to its authority.

Secondly.—We agree to pay to our Chief or Zemindar eight annas for each plough for the five years next ensuing, and afterwards one rupee if our circumstances admit of it.

Thirdly.—We engage to keep the road through our pergunnahs open and safe for all descriptions of travellers, and if robbery take place to deliver the thief to justice and account for the property stolen.

Fourthly.—We will allow persons of all castes to settle in our villages and afford them protection ; we will also encourage our children to learn the Ooriah or Hindi tongues.

Lastly—If we should be oppressed by our Chiefs or Zemindars, we will not resort to arms for redress, but complain to the Officers Commanding the Troops on our Frontier, or to some other competent authority.

No. CLVI.

TRANSLATION of a SUNNUD given by CAPTAIN TICKELL to RAORIA MANKEE of KOWSILLAPOSSI in BUR PEER, dated 10th December 1838.

Be it known to you, Raoria, Mankee of Kowsillapossi in Bur Peer, that the post of Mankee in Bur Peer is given to you ; therefore I give you this sunnud under orders of the Agent, Governor-General, of the 10th December 1838. You must act in accordance therewith. In conformity with your Agreement, made in presence of the Agent, Governor-General, and Assistant Commissioner, you will be held responsible for all the crimes, *viz.*, theft, murder, dacoity, highway robbery and plunder, etc., occurring in all the villages under your charge. If the revenue of your Illakah be not received on the fixed date, you will be held personally responsible for it ; the Government revenue will be collected according to the current settlement and such as may be hereafter made. You will perform your duties zealously, and must arrest and deliver up criminals. You must not willingly allow offenders to escape in any way, whether in consideration of relationship or bribes. If any offenders escape from another Illakah, and take refuge in your Illakah, you must arrest them and bring them to Court, and if you conceal them or favor their cause, it will be to your discredit. You must report to the Court, at once the occurrence of any theft, murder, dacoity, highway robbery and plunder, etc., that takes place in your Illakah, and you are authorised to try and determine yourself petty cases, such as quarrels, altercations, etc., and report the fact to the Court. You are to remain loyal, and obey any orders given you by myself or any person constituted by my successor. For your assistance a Moondah has been appointed in each village in your Illakah. They must obey your orders, and they will also promise before the Agent, Governor-General, and Assistant Commissioner, that they will obey

their Mankee's orders and aid him; whatever good or bad occurs in their respective village, they must report it to the Mankee; if they cannot find the Mankee, they will report the fact to the Naib Mankee. If I become ill or go to some other place on my own business, another officer will be appointed to discharge the duties entrusted to me at present. Moreover, if you receive orders to arrest any offender either from the Assistant Commissioner or Acting Assistant Commissioner, you must arrest the offender and bring him to Court. If the offender absconds from your Illakah to any other, you must trace and arrest him. Or if the Mankee of other Illakah requires assistance from you to apprehend a felon, you must comply instantly and make no excuse, and exert yourself to the utmost, so that the felon may be secured. If you be ill, or may have occasion to visit other villages, you must entrust your duties to your Naib. He is appointed by Government for those duties. Moreover, if you see that you will be detained for some time at some place on your own business, you must report that to the Court—that there may exist no anxiety in your mind. If you receive any orders from any Rajah, Baboo, Zemindar, or Karpurdauz, on any pretence whatever, you must not fail in your engagement; on the contrary, you must arrest the bearer of the said order, and bring him to the Assistant Commissioner or to the Officer in charge for the time being. If anybody disturbs the peace of your Illakah, you must collect your force or followers, and arrest the man and bring him to the Assistant Commissioner. If the disturber of the peace leaves your Illakah for another, you must go there, apprehend him, and bring him to Court, and must not knowingly let him escape: you must always act up to the above instructions. You will receive a separate Pottah, and will receive one-tenth out of the revenue which will be collected by Government from your Illakah. If you neglect the discharge of the Government duties entrusted to you, then the tenth part of the revenue promised to be paid to you will be withheld, and the Pottah of the Mankeeship will be taken back and given to some other person; you must keep this as a sunnud.

TRANSLATION of a POTTAH given by CAPTAIN TICKELL to RAORIA, MANKEE of KOWSILLAPOSSI in BUR PEER, dated 19th March 1839.

Be it known to Raoria, Mankee of Kowsillapossi in "Sath Bunturia:" the undermentioned villages are entrusted to you. You are nominated Mankee of those villages. You must keep the ryots in those villages satisfied, and settle them. You must be attentive to the Government orders, and collect the revenue of your Illakah according to the settlement, and bring it yourself. Whatever revenue will come from any village, one-sixth of it will be given to the Moondah, and from the remainder you will get one-tenth. Therefore this Pottah is given to you.

(Here follows specification of villages.)

PART IV.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE

CHIEF COMMISSIONERSHIP OF THE CENTRAL PROVINCES.

I.—NAGPUR.

THE early history of the ruling family of Nagpur is somewhat obscure, but its importance in Indian history may be said to date from Raghuji, who, as a leader of predatory expeditions, had, at the time of his death in 1755, established the Maratha supremacy over the country between the Narbada and the Godavari, from the Ajanta hills eastward to the sea. Raghuji left four sons, Janoji, Sabaji, Madhoji and Bimbaji, and was succeeded by Janoji, the eldest, who died in 1772, after having, with the concurrence of the Peshwa, adopted his nephew, Raghuji, son of Madhoji, as his heir. The government, however, was, on Janoji's death, seized by Sabaji, who held it through much opposition till 1775, when he was slain in battle by his brother, and was succeeded by Raghuji, a minor, under the regency of Madhoji.

Advances had been made by the Bengal Government, during the rule of Janoji, with a view to obtain possession of Cuttack, but without success. An unsuccessful attempt was also made by Warren Hastings to rent a tract of country on the Cuttack coast from Madhoji. In 1779 Madhoji sent a force to invade Bengal in pursuance of a confederacy between the Marathas, the Nizam, and Haidar Ali, for the overthrow of the British power. Madhoji was at heart friendly to the British Government, and, being disgusted at the refusal of the Peshwa to admit his claims to Garha Mandla, he undertook this expedition with much reluctance. The British Government, who had despatched a force to the Carnatic by the coast route, under Colonel Pearse, to co-operate with the Madras army against Haidar Ali, found therefore little difficulty in concluding a Treaty (No. CLVII) on the 6th April 1781, by which the army of Madhoji was bought off from its invasion of Orissa, and a promise was obtained from him of assistance against Haidar Ali,

On the death of Madhoji in 1788 he was succeeded by Raghuji, who was then twenty-eight years of age. When the triple alliance was formed between the British Government, the Nizam, and the Peshwa, for the overthrow of Tipu Sultan, negotiations were opened with a view to include Raghuji in the confederacy, but Seringapatam fell before they were brought to a close. Raghuji was too jealous of the increased ascendancy acquired by the British Government on the fall of Tipu to be induced to enter into an alliance to check the growing power of Sindhia. He even exerted his influence, although without success, to put a stop to the contest between Sindhia and Holkar with a view to a union against the English; and after the treaty of Bassein he joined Sindhia in the war which followed to defeat the objects of that treaty. The power of Sindhia and Raghuji in the Deccan was broken in the battles of Assaye and Argaum. The ruin of Raghuji was completed by the fall of Gawilgarh, and on the 17th December 1803 he signed the Treaty of Deogaon (No. CLVIII). By this treaty the Raja was deprived of the province of Cuttack and of the country to the west of the Wardha and south of the Narnala and Gawilgarh hills. This treaty was confirmed by the treaty of 1804 with the Peshwa. Its effect was to reduce the revenues of the Berar State from about one crore to sixty lakhs of rupees.

In 1806 the territory of Sambalpur and Patna was restored (No. CLIX) to the Raja gratuitously, in consideration of the great loss to which he had been subjected by the transfer of the tribute and allegiance of the Chiefs of those districts to the British Government. But the Raja steadily rejected repeated advances towards closer relations, and resisted all efforts made to induce him to subsidise a British force.

Raghuji died in 1816, and was succeeded by his only son, Parsoji. This Chief being incapacitated for government, a regency was formed under Madhoji Bhonsla, better known as Appa Sahib, Parsoji's cousin. Appa Sahib, however, was by no means secure in power, and to strenghthen himself he negotiated a Treaty (No. CLX) with the British Government in May 1816. In this he agreed to subsidise a British force, costing Rs. 7,50,000 a year, and to maintain a force of not less than 3,000 cavalry and 2,000 infantry, with the necessary equipment of guns and warlike stores.

In 1817 Parsoji died suddenly, having been murdered, as was afterwards discovered, by Appa Sahib. Soon after his accession, Appa Sahib made common cause with the Peshwa, who was then inciting all the Marathas to unite

against the English. He fell upon the Residency with an overwhelming force, but was repulsed, and was compelled on the 6th January 1818 to sign a provisional Agreement (No. CLXI), ceding lands in lieu of the subsidy and contingent, and engaging that the government of the country should be conducted according to the advice of the Resident. Appa Sahib, however, persevered in his intrigues against the British Government. He was arrested, but effected his escape, and found refuge among the Gonds. After an unsuccessful attempt to regain his hold of Nagpur he fled to Hindustan in February 1819. He died at Jodhpur in Rajputana in 1840.

On the deposition of Appa Sahib, a son of Raghuji's daughter was placed in power on the 26th June 1818. He assumed the name of Raghuji in honour of his grandfather. During the minority of the new Raja the Nagpur territory was under the management of the Resident, acting in the name of the Raja. In 1826, when the Raja attained his majority and was entrusted with the administration, a Treaty (No. CLXII) was made with him, by which he ceded territories to cover the cost of the subsidiary force, and assigned lands as a guarantee for the payment of the troops which he undertook to maintain, and which were thenceforth to be under the control of the British Government. The Raja also bound himself to maintain good government under the supervision of the Resident. The provisions of this treaty, however, were acknowledged to press heavily on the Raja's resources, and to be inconsistent with the declared wish and intention of the British Government to restore the Bhonsla family to the rank and position of one of the substantive powers of India. In 1829 therefore the treaty was modified (No. CLXIII); the assigned districts were restored to Nagpur; a subsidy of eight lakhs a year was taken instead; the auxiliary force was disbanded; and the Raja was required to keep up a force of his own sufficient to preserve the internal tranquillity of the country. The Raja was at the same time released to some extent from his complete subjection to the Resident in the administration of affairs. At the request of the Raja in 1830 article 6 of the treaty of 1826, relating to an exchange of lands, was cancelled.

Raghuji retained the administration till his death on the 11th December 1853. He died without a son, natural or adopted, and without leaving any heir. The Nagpur State was then annexed to British India. It had been forfeited in 1818 through the treachery and hostility of Appa Sahib, and had been declared to belong by right of conquest to the British Government, who had conferred it as a free gift on Raghuji under the treaty of 1826.

In 1855 the surviving widows of the last Raja adopted as their son and heir Janoji Bhonsla, a collateral relation of the Raja in the female line. In consideration of the loyalty of the family during the rebellion of 1857, the title of Raja Bahadur of Deor, and the lands of Deor, in the district of Satara, were conferred in perpetuity on Janoji and his heirs, whether by blood or by adoption.

Raja Janoji died on the 5th December 1881, leaving three widows, two minor sons (Raghuji Rao and Lachhman Rao) and three daughters, to whom stipends, aggregating Rs. 90,000 per annum, were granted. The stipend enjoyed by Raja Janoji at the time of his death was Rs. 1,20,000 per annum. On his death the Estate of the family was taken under the Court of Wards on account of the minority of the heir, Raja Bahadur Raghoji Rao. The latter attained his majority on the 8th November 1893, and the Court of Wards withdrew its superintendence of the Estate. On the application of the Raja the Court of Wards in 1895 again assumed management of the Estate pending the settlement of all questions relating to the partition of the Estate between him and his brother, Kunwar Lachhman Rao. In 1899 the partition was effected, and in the same year Kunwar Lachhman Rao attained his majority. Both shares of the Estate were accordingly released from the management of the Court of Wards.

In November 1861 Nagpur and its dependencies and the Saugor and Narbada territories were formed into a separate administration under a Chief Commissioner, and to these were added in April 1862 Sambalpur, Patna, and their dependencies, which had till then been under the control of the Government of Bengal. Nimar was added subsequently, as narrated in the following paragraph. These territories are now known as the Chief Commissionership of the Central Provinces.

The history of Nimar may be summarised as follows:—In May 1864 the British portion of Nimar was transferred from the Central India Agency to the Central Provinces. The tracts forming this district had come under British administration at different times. Those lying on the banks of the Narbada became British territory in 1818, and in 1823 the greater part of Sindhia's possessions in Nimar came under British management. In 1860 certain territorial exchanges were effected with Sindhia, by which the sovereignty of the British Government in Sindhia's Nimar was confirmed, and Burhanpur and Zainabad were also ceded by him (*see* Gwalior, Vol. IV). Some parts of Nimar also belonged to Holkar, while outlying portions

of the British districts were surrounded by his territory. As this gave rise to inconvenience, it was resolved to exchange the detached districts held by the British Government in the western portion of Nimar for Holkar's possessions in the Deccan. The exchange was finally completed in 1867. The parganas of Barwai, Dhargaon, and Mandlesar, north of the Narbada and of Kasrawad, including the lapsed jagir of Chhota Kasrawad, south of that river, of an aggregate annual value of Rs. 45,500, were accordingly made over to Holkar. The transfer of Barwai was accompanied by the condition that Holkar should abolish his transit duties on the line between Indore and the Great Indian Peninsula Railway in Nimar (*see* Indore, Vol. IV). In 1865 Sanads were issued to certain land-holders of the Nimar district, conferring on them grants of lands or money in compensation for the loss of the emoluments attached to certain hereditary offices, the duties of which they formerly discharged. Forms of these sanads are given as Nos. CLXIV and CLXV.

II.—CHIEFSHIPS AND ZAMINDARIS OF THE CENTRAL PROVINCES.

In 1863 a report was submitted to the Government of India by the Chief Commissioner, Sir Richard Temple, on the tenures and status of the Chiefships and Zamindaris* in the Central Provinces. It dealt with 115 estates of very varying extent and revenue. The Wainganga zamindaris had been granted or confirmed by the Marathas to Gond or Rajput or other families, as rewards for service, or to ensure their assistance in maintaining order in what was then a very unsettled country. The zamindars were bound to furnish a certain number of armed men to assist the government in police duties, and paid a rent always liable to enhancement. No written engagements under the treaty of 1829 were formed with them by the British Government.

* Wainganga Zamindars		34
Chhattisgarh	,,	34
Chanda	,,	21
Chhindwara Jagirdars		12
Saugor and Narbada	Chiefs	3
Sambalpur and Patna	,,	11
Total		115

The Chhattisgarh zamindaris were held in ancient times by the Chhattisgarh Rajas of the Haihaibansi dynasty of Ratanpur on a tenure of military service, which the Marathas changed to a tribute varying in amount with the power of the government to exact it.

The Chanda tenures were of a similar description to those of the Wainganga group and subject as a rule to the payment of tribute.

The Chhindwara jagirdars had always been in a kind of feudal subjection, first to the Gond Rajas, and subsequently to the Marathas; but the natural strength of their country preserved them from entire subjection to the latter, whose policy, therefore, it was to support one of the most powerful of them in order that he might keep the others in check.

In 1819 the status of these dependent Chieftains was enquired into by the Maratha Government through the British officers, who were then managing the country in the name of the Raja. The powers of the Chiefs were restricted by new engagements* binding them not to inflict capital punishment; to refer their disputes to the arbitration of the Maratha Government; and generally to be loyal and obedient. They renounced in these engagements the right which some of them had usurped of levying transit duties; some of them were also required to furnish a specified number of men when called upon by the Maratha Government to do so; but as it was an object to treat them liberally their tributes were not as a rule enhanced.

By article 2 of the treaty of 1818 Engagements (No. CLXVI) were concluded with the Gond and other tributary Chiefs and zamindars by British

*The following is a specimen of these Engagements:—

Agreement made by Drigpal, Zamindar of Khairagarh, and his family, with Colonel Agnew in the year 1230 Fasli, with his free will and consent—

1st.—I will rigidly obey all orders of the Sarkar.

2nd.—If I become aware of any improper proceedings or conspiracies ("fan fitur"), I will duly report them.

3rd.—I will pay my revenue by instalments agreeably to promise according to the orders the Kamdar may bring me.

4th.—The sayar belongs to the Sarkar, I will not collect it; I will only collect "kut" according to ancient usage. No Beparis shall be interfered with, but have free passage through my district.

5th.—All travellers, Beparis, &c., shall have free passage. If a robbery occurs, I shall be responsible for it, and produce the robber and the property, or the value thereof.

6th.—Any enemy of the Sarkar, or thief, or conspirator, I will deliver up.

7th.—Without the orders of the Sarkar I will take no human life, and take fines for offences committed only according to custom and not improperly. I will give no widow to any one against her consent. If any one dissatisfied with my justice complains of it, I will obey whatever orders the Sarkar gives me in the matter.

Lohara.	Madanpur.
Fingeshwar.	Khujji.
Karia.	Suarmar.
Deori.	Narra.
Parpori.	

8th.—I will endeavour to find out all heirs to unclaimed property, and give it to them; I will not take it.

9th.—I will engage in war with no zamindar or other person without the Sarkar's order; should any cause for it arise, I will report the circumstance and do as I am ordered.

10th.—I will be kind and just to the people, and bring my zamindari under cultivation. I will conform to all these conditions. Dated 13th of the month of Jamadi-ul-Awal, the 1st in the year 1230 Fasli, corresponding with 17th February 1821.

officers in the name of the Raja. The engagements concluded with the zamindars of Chhattisgarh, Chanda, and Deogarh or Chhindwara were guaranteed by article 2 of the treaty of 1829.

In 1855, after the lapse of the Nagpur State to the British Government, enquiries into these tenures were made, and in some cases the old sanads were informally renewed; but the only material change effected in the position of the zamindars was the gradual restriction of their judicial powers.

The Saugor and Narbada Chiefs, though their treatment by the Marathas had been in some respects different from that of the Nagpur zamindars, held eventually much the same position as the latter.

The Sambalpur and Patna, or Garhjat, Chiefs were at first independent, but were subsequently held in subordination to the Maharaja of Patna, the most powerful of their number. In later times he was compelled to share this supremacy with the Maharaja of Sambalpur. The Chieftainships which formerly owed allegiance to Sambalpur and Patna were, including those two, eighteen in number, and the country was known as the Athara (18) Garh, just as that to the west was and still is called the Chhattis (36) Garh: hence it has been conjectured that the Haihaibansi dynasty, whose capital was Chhattisgarh, ruled also over the Sambalpur and Patna Garhjats.

In 1755 these territories fell under the dominion of the Marathas, but were ceded to the British Government by the Treaty of 1803 with Raghuji Bhonsla (No. CLVIII). With the exception of Raigarh, the Chief of which State was, as a reward for his fidelity and services, declared to be under the special protection of the British Government, all these States were restored to the Marathas in 1806. But in 1818 they reverted to the British Government, and were finally ceded by the Treaty of 1826 (No. CLXII). Advantage was taken of the circumstances in which Sambalpur, Patna, and their dependencies were found on their cession to annul the dependency of the other zamindars on these two Chiefs, and in 1821 separate sanads were granted by Government to each zamindar, and separate engagements were taken.

The Government from the first declined to issue any definite rules for the guidance of the Chiefs. The general line of policy to be adopted was alone indicated. The ascertained and generally admitted rights of the Raja and the various classes of his subjects, and all customs of the country that were not incompatible with the usages of civilised nations, were to be

maintained. In regard to tribute it was determined to adopt generally a lower scale than that which had been levied under the Maratha Government. Except with Raigarh, with which a final Settlement (No. CLXVII) was made in 1819, the settlements were all made for a limited period. They were renewed in 1827; but, though the engagements entered into in that year were nominally for five years only, they were not renewed at the expiration of that period. One of these engagements is given (No. CLXVIII). Separate engagements of which one is given (No. CLXIX), were at the same time taken from each Chief, binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment.

Of the original Athara (18) Garh, only six now remain attached to the Central Provinces. Of the Sambalpur group, Sambalpur proper escheated to Government in 1849, and Chandarpur is no longer managed by a Chief. On the abolition of the South-Western Frontier Agency in 1837 Bod and Athmallik were transferred to the control of the Superintendent of the Tributary Mahals of Orissa and still remain under his charge. In 1833 the zamindar of Bargarh was convicted of rebellion, and his estate was conferred on Deonath Singh, Raja of Raigarh, who was thenceforth considered Chief of Raigarh *cum* Bargarh. On the formation of the Central Provinces Administration the States of Gangpur and Bonai, of the Sambalpur group, remained as before attached to the Chota Nagpur division of Bengal. On the partition of Bengal in October 1905 Bamra, Rairakhol, Sonpur, Patna and Kalahandi (or Karond) and the Borasambar zamindari were transferred to Bengal.

Sambalpur Group.	*Patna Group.*
Sakti.	Phuljhar.
Sarangarh.	Khariar.
Raigarh *cum* Bargarh.	Bindranawagarh.

In 1862 disturbances occurred in the Sambalpur district, caused by the intrigues of Surendra Sah, a relative of the last Maharaja of Sambalpur. This man had successfully stirred up a rebellion in the Sambalpur district in 1857 and subsequent years, but surrendered on conditions, and was permitted to reside under surveillance at Sambalpur. Soon afterwards, with the idea of possessing himself of the chief power in Sambalpur, he organised marauding bands, which committed great atrocities in the Sambalpur district. For these offences he was detained as a political prisoner in the fort of Asirgarh, where he died in 1884.

(III) THE FEUDATORY STATES.

In December 1864 the Government of India issued instructions for the classification of the Chiefs and Zamindars of the Central Provinces into two divisions, one comprising Chiefs of the rank of feudatories, the other those whose position was merely that of British subjects. In April 1865 sanction was conveyed to the classification of the following fourteen States as feudatories:—Bamra, Bastar, Kanker (Kakeir), Kalahandi or Karond, Khairagarh, Kondka or Chhuikhadan, Kawardha, Makrai, Nandgaon, Patna, Raigarh *cum* Bargarh, Sarangarh, Sonpur, Sakti. Rairakhol was excluded from the first class on the grounds of the personal character of the Chief and his unsatisfactory administration. Of these only the marginally noted ones are now under the administration of the Central Provinces, the other five, including Rairakhol, having been transferred to Bengal in 1905.

Nagpur Group.	*Garhjat Group.*
Khairagarh.	Sakti.
Nandgaon.	Sarangarh.
Kondka or Chhuikhadan.	Raigarh *cum* Bargarh.
Kawardha.	
Bastar.	
Kanker.	

Saugor and Narbada Group.
Makrai.

In 1865 Sanads (No. CLXX), guaranteeing them the right of adoption and dated the 20th May 1865, were granted by Sir John Lawrence to the abovenamed fourteen Chiefs, with the exception of Bastar and Makrai, who had received them (No. CLXXI) from Lord Canning in March 1862. These sanads were delivered by the Chief Commissioner of the Central Provinces to the Chiefs of Khairagarh, Kondka, Nandgaon, Raigarh, Sarangarh, and Sakti, at a Darbar held by him at Nagpur on the 4th January 1866, and to the Raja of Kanker on the 11th January 1866. At the same time Bonds of Fealty (No. CLXXII) were taken from these seven Chiefs. The remaining five adoption sanads were forwarded to the Commissioner of Chhattisgarh for delivery to the Chiefs concerned. It was originally intended to obtain bonds of fealty from the rest of the fourteen Chiefs, and on the 7th March 1866 and the 27th June of the same year the Rajas of Makrai and Kawardha signed their respective ikrarnamas. It was not, however, till the 19th December 1870 that the Raja of Bastar was persuaded to execute his bond, as he objected to the conditions therein about forest conservancy and tribute. Meanwhile in 1866-67 Captain Cumberlege was deputed to settle the tributes of the Garhjat Chiefs and Karond, and the Chief Commissioner of the Central Provinces appears to have dispensed with the bonds of fealty from Bamra, Karond, Patna, Sonpur, and Rairakhol (who,

owing to the improvement in his administration, had been admitted as a feudatory on the 23rd May 1866 and granted a sanad of adoption by Sir John Lawrence on the same date (*see* No. CXLI), and to have proposed instead the grant to them of sanads, worded in the main like the bonds of fealty. This proposal and the assessment of the tributes were approved by the Government of India in August 1867. Accordingly Sanads, dated the 4th September 1867 (*see* No. CXLII), were issued to Bamra, Karond, Rairakhol, and Sonpur. Owing to troubles in the State, resulting in its being taken under Government management, the Patna sanad was not delivered till more than 20 years later. Similar Sanads (No. CLXXIII) were also granted to Raigarh and Sarangarh, whose tribute was fixed at the same time as the others, although these two States had signed the bonds of fealty in January 1866.

A revision from time to time of the tributes (takolis) payable by the Feudatory Chiefs is expressly provided for in their bonds of fealty and sanads. Accordingly the tributes of all the Feudatory States, except Kanker (which was for special reasons exempted from the payment of tribute), and Makrai (which has never paid any tribute), were revised for a period of 20 years commencing from 1867. During this period the opening out and general progress of the country led to a remarkable increase in the revenue of the Feudatory States. In 1888 therefore the Government of India enhanced their tributes, except those of Kanker and Bastar.

Subject to the political control of the Chief Commissioner and his subordinate officers, the Feudatory Chiefs exercise full civil and revenue powers in their States; in criminal cases sentences of capital punishment (and in the case of feudatories from whom an acknowledgment of fealty in form No. CLXXII has been taken, sentences of imprisonment exceeding seven years) cannot be carried into effect until confirmed by a British Officer. Under the executive orders of the Central Provinces Administration, all sentences of death are submitted, through the Commissioner of the Division, to the Chief Commissioner for confirmation. The Feudatory Chiefs and their subjects are not amenable to British laws for acts done or property possessed in their States.

Until the year 1882 the administration of all these Chiefs was supervised by the Commissioners of the Divisions and the Deputy Commissioners of the Districts to which the several States were attached. In that year, however, disturbances having broken out in Karond (Kalahandi)—one of

the States in the Chhattisgarh Division—it was placed under the management of a Political Agent. Several other States in this Division had at the same time to be taken under direct management, and it was found that it was impossible for Deputy Commissioners to supervise the work in them efficiently in addition to their ordinary duties. When order had been restored in Karond, it was proposed that the Political Agent in that State should be appointed Political Assistant to the Commissioner of the Chhattisgarh Division. This was sanctioned, and all the Feudatory States in the Chhattisgarh Division are now under the charge of the Political Agent for the Chhattisgarh Feudatories, who has his head-quarters at Raipur and works under the general control of the Commissioner of the Division. The Political Agent exercises the powers of Political Agent under Chapter III of the Indian Extradition Act (XV of 1903) for the Feudatory States of which he holds charge.

Makrai is under the charge of the Deputy Commissioner of the Hoshangabad District, subject to the control of the Commissioner of the Narbada Division.

Chang Bhakar.
Jashpur.
Korea.
Sarguja.
Udaipur.

In 1905 the five States named in the margin were transferred from the Commissionership of Chota Nagpur to that of the Chhattisgarh Division. They originally formed part of the South-Western Frontier Agency, which was created in 1833, but were transferred to the charge of the Commissioner of Chota Nagpur in 1854. The territories forming these States were acquired by cession in 1817 from Raghuji Bhonsla, and in 1818 Government sent a Superintendent to Sarguja to restore order in the country, which had become distracted by domestic feuds.

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the administration of justice in their respective jurisdictions. By these rules the judicial powers of these Chiefs were limited to sentence of imprisonment up to two years or to fines not exceeding Rs. 50; or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment up to five years and fines not exceeding Rs. 200. They had no powers of whipping, and all orders passed by them were subject to revision by the Commissioner. The rules also dealt with the management of police, prisons, etc., in their States.

In 1891 the Secretary of State decided that these five States do not form part of British India, and revised sanads were issued to them in 1899 formally recognizing them as Feudatory States and defining their relations with the British Government. The powers exercised by British Courts in respect of criminal cases arising in them, and the law and procedure by which such courts are to be guided are regulated by Notification No. 3449-I. B., dated the 17th August 1906, issued by the Government of India in the Foreign Department. On the transfer of these States to the Central Provinces in 1905 fresh sanads were granted to them, fixing their tributes for a period of fourteen years.

(1) BASTAR.

This family is said to have been driven from Warangal, in the Deccan, by the encroachments of the Muhammadan power early in the fourteenth century. In 1777 the Raja of Bastar was driven out of his territories by his brother, and took refuge with the neighbouring Chief of Jaipur, in the Northern Circars, to whom, in return for assistance in recovering his territories, he ceded on certain conditions the pargana of Kotipad. In 1782 hostilities broke out between the two States in consequence of the non-fulfilment by Jaipur of the conditions of the cession. The Bastar Chief died before he could recover the whole pargana, and as Bastar at this time failed in its payment of tribute to Nagpur, that Government took possession of the pargana and subsequently granted it to Jaipur, subject to the obligation of furnishing military aid against Bastar when required.

The constant raids and reprisals between the two States of Bastar and Jaipur kept the country for many years in a state of anarchy. In an Agreement (No. CLXXIV), taken in 1819 by the Nagpur Government from Mai Pal Deo, the Chief of Bastar, on the occasion of a revision of the settlement of the Chhattisgarh district, the latter bound himself to pay an annual tribute of 5,000 Nagpur Rupees, subject to a remission of Rs. 1,000, so long as the Kotipad pargana should remain separated from his territories. Claims to the restoration of Kotipad were more than once put forward by Bastar, but in 1863 it was finally decided that the British Government, which had succeeded to the rights of the Nagpur State, should receive Rs. 3,000 per annum from the Jaipur Chief in return for which he was to retain Kotipad and be exempt from the condition of military service attached to the original grant. Of this sum Rs. 2,000 were formally paid to the Raja of Bastar in money, and the remainder in the form of a

continued remission of tribute, which then stood at Rs. 3,056* per annum. A new arrangement was sanctioned in March 1889, by which the entire sum of Rs. 3,000 payable by Jaipur was to be credited in the accounts of the Madras Presidency, Rs. 1,000 on account of the Kotipad pargana, and the balance as part payment of the Bastar tribute which was reduced, for the lifetime of the late Raja Bhairam Deo, to Rs. 2,056, the remaining Rs. 56 being recovered directly from the Bastar Chief.

Raja Bhairam Deo, who was born in 1839, succeeded in 1853.

The Raja of Bastar received a sanad of adoption in March 1862 (No. CLXXI), and on the 19th December 1870 he executed an Acknowledgment of Fealty (No. CLXXII).

In March 1876 a disturbance broke out at Jagdalpur, owing to certain acts of oppression and injustice committed on the people by the then Diwan, Gopinath Guru, and Adit Prasad, who were eventually removed to Sironcha in the Central Provinces. In 1881 Lal Kalandar Singh, a cousin of the Raja, became Diwan; but soon after, owing to a difference of opinion between himself and the Rani, he withdrew himself from work. On a visit to Bastar in 1883 the Commissioner found that utter confusion and chaos prevailed; and the Chief Commissioner decided that Kalandar Singh should resume his duties as Diwan and be assisted by a selected officer of Government. These arrangements were sanctioned by the Government of India, but eventually broke down, owing to the incompetence as Diwan of Lal Kalandar Singh, and in 1886 an Extra Assistant Commissioner, selected by the Chief Commissioner, was appointed by the Raja as his Diwan to administer the State.

Raja Bhairam Deo died in July 1891, and was succeeded by his son, Rudra Pratap Deo, who was born in 1885.

The State continued to be managed by an Extra Assistant Commissioner until 1895, when he was replaced by an European officer as Administrator. This arrangement lasted till 1903, when an Extra Assistant Commissioner was again appointed as Superintendent of the State.

It had been decided in 1888 to postpone any revision of the tribute paid by Bastar till the death of Raja Bhairam Deo. After his death,

*i.e., 4,000, Nagpur Rupees, the amount of the tribute fixed in 1819 after deducting the remission.

therefore, the tribute was fixed, in 1892, at Rs. 17,200 a year, Rs. 15,200 of which is paid by the Bastar Chief direct, the balance of Rs. 2,000 being realised annually from the Jaipur State on account of the Kotipad pargana and credited in the Madras accounts.

The area of Bastar is 13,062 square miles; revenue Rs. 3,04,199; population, by the census of 1901, 306,501; and tribute Rs. 17,200. It possesses (1905) 146 armed police.

Bastar is liable to the nazarana rules.

(2) CHANG BHAKAR.

Chang Bhakar was originally a feudal dependency of Korea, but on the 3rd January 1848 a separate agreement was made with Bhaya Bahadur Jangjit Singh Deo, the Zamindar of the State (No. CLXXV). In 1875 a Kabuliat (No. CLXXVI) was executed by, and in 1876 a Sanad (No. CLXXVII) granted to, the Zamindar of Chang Bhakar, renewing for 20 years the settlement of 1848. The Sanad of 1899 (No. CLXXVIII), which was granted to Raja Bhaya Mahabir Singh Deo, fixed his tribute for another 20 years. On the partition of Bengal a fresh Sanad (No. CLXXIX), dated the 23rd December 1905, was given to the Chief, fixing his tribute for 14 years.

The present Chief, Bhaya Mahabir Singh Deo, who was born on the 15th April 1879, succeeded his uncle, Bhaya Balbhadra Singh Deo, in September 1896. He was placed in full charge of his State in 1900, on the attainment of his majority.

The area of the State is 906 square miles; revenue Rs. 8,000; population, by the census of 1901, 19,548; and tribute Rs. 387.

Chang Bhakar is liable to the nazarana rules.

(3) JASHPUR.

Jashpur was originally a feudatory of Sarguja, and still pays its tribute through that State.

In 1819 a Kabuliat (No. CLXXX) was executed by Raja Ram Singh for the payment of annual tribute. In 1875 a Sanad (No. CLXXXI) was given to, and a Kabuliat (No. CLXXXII) executed by, Raja Pratap Narayan Singh Deo Bahadur, renewing for 20 years the settlement of 1819. The Sanad of 1899 (*see* No. CLXXVIII), which was granted to Raja Pratap Narayan Singh Deo Bahadur, C.I.E., fixed his tribute for another 20 years, and declared it payable through Sarguja. On the partition of Bengal a fresh

Sanad (No. CLXXXIII), dated the 23rd December 1905, was granted to the Chief, which fixed his tribute for 14 years.

The present Chief, Raja Bishan Prasad Singh, who was born on the 16th December 1864, succeeded his father, Raja Pratap Narayan Singh Deo Bahadur, C.I.E., in April 1900. He was not, however, given direct management of his State till January 1903.

The area of the State is 1,963 square miles; revenue Rs. 1,10,466; population, by the census of 1901, 132,114; and tribute Rs. 1,250. It has (1905) two serviceable guns.

Jashpur is liable to the nazarana rules.

(4) KANKER.

This State was held by the Marathas on the condition of furnishing 500 men for the service of the Government, free of expense, whenever required to do so. In 1809 the then Chief was deprived of Kanker, but was in 1818 restored to it under the authority of the British Resident at Nagpur on payment of an annual tribute of Rs. 500. This was remitted in 1823 in consequence of the Government having resumed the sayar duties formerly levied by him.

Maharaja Dhiraj Narhar Deo, who was born in 1850, succeeded in 1853.

On the 11th January 1866 the Raja of Kanker received a sanad, dated the 20th May 1865, guaranteeing him the right of adoption (No. CLXX) and he executed an Ikrarnama (No. CLXXII) at the same time.

In 1889 Narhar Deo's mind became unhinged by domestic troubles, and as he showed no signs of recovery, it became necessary to appoint a Diwan to administer the State. This was accordingly done in 1890, and this arrangement continued in force up to July 1894, when it was decided to take the State under the management of Government, until the general health and mental condition of the Chief should improve sufficiently to enable him to resume the administration. In 1894 the management of the State was restored to him, subject to the condition that he should consult the Political Agent in the preparation of his budget.

Maharaja Dhiraj Narhar Deo died without issue in May 1903, and was succeeded by his nephew, Lal Kamal Deo, with the hereditary title of Maharaja Dhiraj, who was born in 1874. Certain restrictions were placed

upon the Chief's powers for a period of three years from the date of his succession.

In 1868 the question of levying tribute from Kanker had come up for consideration, but it was decided in that year that there was no reason for cancelling the exemption of 1823. The question again arose in 1888, when it was determined that the exemption should continue till the death of Narhar Deo. When Lal Kamal Deo succeeded, the Government of India ruled that the exemption should continue in perpetuity.

The area of Kanker is 1,429 square miles; revenue Rs. 2,09,659; population, by the census of 1901, 103,536; tribute *nil.* It possesses (1905) 20 armed police.

Kanker is liable to the nazarana rules.

(5) KAWARDHA.

Kawardha is held by a branch of the Pandariya family, and was conferred for military services by Raghuji Bhonsla. The elder branch of the Kawardha family holds the zamindari of Pandariya, to which the son by a senior wife succeeds to the exclusion of his elder brother by a junior wife. By this custom Ram Singh, a younger son, but by a senior wife, became Zamindar of Pandariya. On the extinction in 1863 of the younger or Kawardha branch of the family, Ram Singh's elder brother, Bahadur Singh was recognised as Chief of Kawardha, but died shortly afterwards, when he was succeeded by Ram Singh's elder son by a junior wife, Rajpal Singh, who was born in 1849.

In 1866 the Zamindar of Kawardha was given a sanad, dated the 20th May 1865, guaranteeing him the right of adoption (No. CLXX), and on the 27th June 1866 he executed an Ikrarnama (No. CLXXII).

In consequence of Rajpal Singh's maladministration the Government of India, in 1884, sanctioned his removal from power for a period of five years, the arrangement being subject to reconsideration at the expiration of that time. In November 1889 the Government of India sanctioned the continuance of the same arrangements for a further period of five years, the State remaining under Government management.

Thakur Rajpal Singh died on the 31st December 1891, and was succeeded by his nephew, Jadunath Singh, who was born in 1886. The administration of the State is carried on by a Superintendent appointed by Government.

The tribute originally fixed at Rs. 2,000 was subsequently more than quadrupled by the Bhonsla family.

The area of Kawardha is 798 square miles; revenue Rs. 1,04,698; population, by the census of 1901, 57,474; and tribute Rs. 32,000. It has (1905) 16 armed police.

Kawardha is liable to the nazarana rules.

(6) KHAIRAGARH.

The family of the Khairagarh Chief is a branch of the old Gond dynasty of Mandla. In 1755 the Marathas levied a tribute of 1,500 Nagpur Rupees, and this amount was at various times raised till, on the lapse of the Nagpur State to the British Government in 1854, it stood at nearly 39,000 Company's Rupees. In 1867 the tribute was again revised and fixed at Rs. 47,000 per annum for a period of twenty years.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, was delivered to the Zamindar of Khairagarh and on the same day he executed an Ikrarnama (No. CLXXII).

In 1870, owing to his tyranny and oppression, the ruling Chief, Lal Fateh Singh, was deprived of civil and criminal jurisdiction. In 1873 his indebtedness and continued maladministration compelled the Government of India to deprive him of the fiscal management also, and to assume the entire administration of the State. Lal Fateh Singh died in 1874, and the State remained under direct management till 1883, when it was restored to his eldest son, Lal Umrao Singh, *alias* Kanhaiya Lal. Kanhaiya Lal died on the 6th November 1890, and was succeeded by his son, Kamal Narayan Singh, who was born in 1871. His succession was recognised by the Government of India in February 1891.

Three Deeds (Nos. CLXXXIV to CLXXXVI) making over railway lands, with the jurisdiction thereon, were executed by the Chief, Lal Umrao Singh. The first, executed on the 21st August 1883, referred to land required for the Nagpur and Chhattisgarh State Railway; and the two latter, which were executed on the 9th March 1890 and 27th September 1890, respectively, referred to the Bengal-Nagpur Railway.

The area of the State is 931 square miles; revenue Rs. 3,74,953; population, according to the census of 1901, 137,554; and tribute Rs. 70,000. It has (1905) 38 armed police.

Khairagarh is liable to the nazarana rules.

(7) KONDKA, OR CHHUIKHADAN.

This Chiefship is held by a religious family; it was conferred on Rup Das in 1750 by Madhoji Bhonsla. Marriage is permitted in the sect to which this family belongs.

The Zamindar of Chhuikhadan received on the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, and on the same date he executed an Ikrarnama (No. CLXXII).

Mahant Sham Kishor Das, who was born in 1838, succeeded his father in December 1887, after having been for some years previously the virtual ruler of the State. About the time of his father's death it was brought to light that Mahant Sham Kishor Das had committed a gross act of injustice by threatening certain malguzars with eviction from their villages unless they paid up very heavy fines inflicted, because they had brought to the notice of the authorities certain exactions on the part of the Chief. The men paid the fines in order to escape eviction. Enquiry showed that this policy of intimidation was not uncommon in Chhuikhadan, and the Chief was accordingly called on to make amends to the men he had injured; to abolish the nazarana system, guaranteeing his gaontias against unwarrantable eviction; and to appoint an approved Diwan to assist him in carrying out the necessary reforms in the administration of the State, the affairs of which were found to have been grossly mismanaged. The Diwan was appointed in 1892 and withdrawn in 1895. Mahant Sham Kishor Das died on the 26th December 1896. In April 1897 the Government of India recognised as his successor his eldest son, Mahant Radha Ballabh Kishor Das, then aged about 43 years, but the administration was to be carried on by a Diwan, appointed by Government. This Chief was murdered on the 17th October 1898, and was succeeded by his eldest son, Digbi Jai Jugal Kishor Das, during whose minority the State continued to be administered by a Diwan. Digbi Jai Jugal Kishor Das died on the 30th September 1903. His younger brother, Bhudhar Kishor Das, who was born in 1892, succeeded him. During his minority the State is under Government management.

The area of Chhuikhadan is 154 square miles; revenue Rs. 64,682; population, by the census of 1901, 26,368, and tribute Rs. 15,000. It possesses (1905) 12 armed police.

The State is liable to the nazarana rules.

(8) KOREA.

A Kabuliat was executed by Raja Gharib Singh in 1819 (No. CLXXXVII), engaging to pay annual tribute. In 1848 another Agreement (No. CLXXV) was made with Raja Umol Singh. In 1876 a Kabuliat (No. CLXXXVIII) was executed by, and a Sanad (No. CLXXXIX) granted to, Raja Pran Singh Deo, renewing for 20 years the settlement of 1848. The Sanad of 1899 (*see* No. CLXXVIII), which was granted to the present Chief, settled his tribute for another 20 years. On the partition of Bengal a fresh Sanad (No. CXC), dated the 23rd December 1905, was granted to the Chief, fixing his tribute for 14 years.

The late Chief, Raja Pran Singh Deo, died on the 24th July 1897. For two years after his death the State was under the management of a leading zamindar pending an enquiry as to the legal successor. The succession of Raja Sheo Mangal Singh, a distant cousin, who was born on the 25th January 1874, was finally recognised by the Government of India in August 1899.

The area of Korea is 1,631 square miles; revenue Rs. 23,204; population, by the census of 1901, 35,113; and tribute Rs. 500. The State has (1905) 8 armed police and 1 unserviceable gun.

Korea is liable to the nazarana rules.

(9) MAKRAI.

This petty Chiefship struggled with varied fortune against the Peshwa, Sindhia, and the Pindaris, and was eventually taken under British protection.

In 1858 the Chief was placed under the control of the Commissioner, Jabalpur Division, with the Deputy Commissioner, Hoshangabad, as Political Agent; he was instructed to correspond with the latter and attend to his wishes and advice. Up to 1863 the Chief received Rs. 2,243-14-5 annually as compensation for the loss of transit duties, the levy of which was entirely abolished from the 1st May 1847. This payment was commuted in 1863 for the lump sum of Rs. 23,000, and no payment is now made in lieu of transit duties.

The Raja of Makrai received an adoption Sanad in March 1862 (No. CLXXI), and on the 7th March 1866 he executed an Ikrarnama (No. CLXXII).

The present Chief, Raja Lachhu Sah *alias* Bharat Sah, is an adopted son; he succeeded in 1866 and was born in 1846. Towards the end of 1890 the management of the State was taken out of his hands for a period of three years on account of gross mismanagement, and a Diwan was appointed to conduct the administration of the State under the superintendence of the Deputy Commissioner of Hoshangabad. In 1893 the management was restored to the Chief, subject to the condition that he should administer the State on the lines already in force, and should appoint as his Diwan a man approved by the Chief Commissioner.

The area of Makrai is 155 square miles; revenue Rs. 61,114; population, by the census of 1901, 13,035; and tribute *nil*. It possesses (1905) 46 armed police, 1 artillery man, and 2 serviceable guns.

Makrai is liable to the nazarana rules.

(10) NANDGAON.

The country comprised in the Nandgaon Chiefship was conferred in 1723 by Raghuji Bhonsla on a religious devotee, named Ram Das. Celibacy being one of the observances of the sect to which Ram Das belonged, the succession is maintained by adoption. Though belonging to the sect of Bairagis professing celibacy, such profession was among the headmen merely nominal.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing the Chief of Nandgaon the right of adoption, was delivered to Ghasi Das, Zamindar of Nandgaon, and on the same date he executed an Ikrarnama (No. CLXXII).

Ghasi Das was himself married at a somewhat advanced time of life, but adopted the Hindu custom of marrying his son at an early age. On a representation made by him in 1879 the Government of India assured him that marriage would not be allowed to invalidate the succession.

Ghasi Das died in November 1883, and was succeeded by his son, Balram Das, who was born in 1866. The administration of the State, until Balram Das attained the age of 21, was entrusted to his mother, aided by a Diwan. In 1887 the Chief received the title of Raja as a personal distinction. In 1888, owing to the lax supervision of the Diwan, Gobind Rao, and the general remissness of the State police in properly dealing with crime, the arrangements sanctioned in 1884 were suspended, and an

officer of the standing of an Extra Assistant Commissioner was appointed as Diwan to conduct the administration of the State in the name of the young Chief, Raja Balram Das, till he should prove himself capable of managing its affairs. Raja Balram Das was invested with full powers in August 1891. He died on the 25th August 1897, and was succeeded by his adopted son, Mahant Rajendra Das, who was born on the 21st March 1894. During his minority the State is under Government management.

Certain lands required for the Bengal-Nagpur Railway were made over, with the jurisdiction thereon, by the Chief under a deed, executed on the 12th January 1891 (No. CXCI). This deed supersedes the one executed by the Chief, Mahant Ghasi Das, on the 2nd July 1883, whereby certain lands were provided for the Nagpur and Chhattisgarh State Railway.

The area of Nandgaon is 871 square miles; revenue Rs. 3,50,010; population, by the census of 1901, 126,365; and tribute Rs. 70,000. It has (1905) 62 armed police.

Nandgaon is liable to the nazarana rules.

(11) RAIGARH.

The zamindari of Bargarh was in 1833 conferred on the Chief of Raigarh Deonath Singh, its former holder having been convicted of rebellion. Deonath Singh rendered good service in 1857, died in 1862, and was succeeded by his son, Ghansham Singh.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, was delivered to the Raja of Raigarh, and on the same day he executed an Ikrarnama (No. CLXXII). After the revision of his tribute the Chief was also granted a sanad, dated the 4th September 1867 (No. CLXXIII), which fixed his tribute at Rs. 400 a year.

Owing to the Chief's maladministration the State was in 1885 taken under Government management. Ghansham Singh died in 1890, and his son, Lal Bhup Deo Singh, who was born in 1868, was recognised by Government as his successor. He was formally installed on the 14th January 1894, and at the same time the management of the State was handed over to him.

By a document, dated the 19th September 1890, the Chief transferred to the British Government certain lands, with the jurisdiction thereon, required for the Bengal-Nagpur Railway Company (*see* footnote to No. CXCII).

The area of Raigarh is 1,486 square miles; revenue Rs. 1,60,632; population, by the census of 1901, 174,929; and tribute Rs. 4,000. It possesses (1905) 31 armed police.

(12) Sakti.

This State was at one time held as a tributary to the Maharaja of Sambalpur.

A Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, was delivered to the Raja of Sakti on the 4th January 1866, Ranjit Singh, on the same day, executing an Ikrarnama (No. CLXXII).

Raja Ranjit Singh, who was born in 1836, was deprived of all power in 1875 for gross oppression and attempts to support false representations by means of forged documents; and the management of the State was assumed by the British Government. In February 1892 the Government of India sanctioned the installation of Rup Narayan Singh, born in 1856, and elder son of the *ex*-Raja, as Chief of Sakti, and the appointment of a Diwan through whom the Chief was to rule the State. Owing to the mismanagement by the Chief it was found necessary in 1902 to compel him to accept a Diwan selected by Government, by whom he was to be guided in all matters of administration.

In May 1905 the *ex*-Chief, Ranjit Singh, who up to that time had been forbidden to reside in the Sakti State, was allowed to return on condition that he interfered in no way with the administration of the State.

By a Document, dated the 31st October 1890 (No. CXCII), the Chief, acting through the Deputy Commissioner, Bilaspur, as the then Political Agent of the Sakti State, made over to the British Government certain lands, with the jurisdiction thereon, required for the Bengal-Nagpur Railway Company.

The area of Sakti is 138 square miles; revenue Rs. 35,411; population, by the census of 1901, 22,301; and tribute Rs. 1,300. It has (1905) 6 armed police.

(13) Sarangarh.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, which guaranteed to the Raja of Sarangarh the right of adoption, was delivered to Raja Singram Singh, who executed on the same day an Ikrarnama (No. CLXXII). After the revision of his tribute the Chief was also

granted a Sanad (*see* footnote to No. CLXXIII), dated the 4th September 1867, which fixed his tribute at Rs. 1,350 a year.

In 1878 gross mismanagement was found to exist in this State. The rayats were oppressed; the revenues were misappropriated; fraud and injustice prevailed in the Courts; and the young Chief, Raja Bhawani Pratap Singh, was being allowed to grow up without education. The temporary management of the State during his minority was accordingly assumed by the British Government.

In 1885 Raja Bhawani Pratap Singh requested that the full powers of a Feudatory Chief might be conferred on him. The local officers reported that the Chief was badly educated, inexperienced, and incapable of managing the affairs of his State. The Raja's request was therefore not granted, and the arrangement then in force, *viz.*, the administration of the State by an officer of the rank of an Extra Assistant Commissioner, was continued.

Raja Bhawani Pratap Singh died in September 1889, and was succeeded by Lal Raghubar Singh. This Chief died in August 1890, and was succeeded by his minor son, Lal Jawahir Singh, who was born in 1886. During his minority the State is under Government management.

The area of Sarangarh is 540 square miles; revenue Rs. 85,383; population, by the census of 1901, 79,900; and tribute Rs. 3,500. It possesses (1905) 15 armed police.

Sarangarh is liable to the nazarana rules.

(14) SARGUJA.

In 1820 Raja Lal Umar Singh was granted a Sanad (No. CXCIII), and executed a Kabuliat (No. CXCIV), promising allegiance to the British Government. In 1825 he was given a Patta (No. CXCV). In 1875 a Kabuliat (No. CXCVI) was executed by, and in 1876 a Sanad (No. CXCVII) granted to, Raja Bindheshwari Prasad Singh Deo Bahadur, who had been appointed by Government to manage the State during the lifetime of Maharaja Indarjit Singh, who was a lunatic. This agreement renewed for 20 years the settlement of 1825. The Sanad of 1899 (*see* No. CLXXVIII), which was granted to Maharaja Raghunath Saran Singh Deo Bahadur, settled his tribute for another 20 years. On the partition of Bengal a fresh Sanad (No. CXCVIII), dated the 23rd December 1905, was granted to the Chief, which fixed his tribute for 14 years.

The present Chief, Raghunath Saran Singh Deo Bahadur, was born on the 15th June 1861, and succeeded his father, Maharaja Indarjit Singh, on the latter's death on the 25th March 1879.

The area of Sarguja is 6,055 square miles; revenue Rs. 1,45,387; population, by the census of 1901, 351,011; and tribute Rs. 2,500. The State possesses (1905) 109 armed police and 4 unserviceable guns.

Sarguja is liable to the nazarana rules.

(15) UDAIPUR.

Udaipur was originally a feudal dependency of Sarguja. In 1852 it was held to have lapsed to the British Government in consequence of the Chief, Dhiraj Singh, having committed manslaughter, but Government continued to pay its tribute to Sarguja. In 1860 the Chiefship, together with the title of Raja Bahadur, was bestowed on Lal Bindheshwari Prasad Singh Deo, younger son of Maharaja Amar Singh of Sarguja, as a reward for his services in the mutiny, and an agreement, dated the 12th December 1860 (No. CXCIX), was concluded with him. From this time Udaipur became a distinct tributary State, the Raja paying his tribute direct to the British Government and Sarguja receiving credit for the same. In 1875 a Kabuliat (No. CC) was executed by, and in 1876 a Sanad (No. CCI) granted to, Raja Bindheshwari Prasad Singh Deo Bahadur, renewing for 20 years the previous settlement. On the occasion of the Delhi Darbar, held on the 1st January 1877, the hereditary title of Raja was conferred on the Chief of Udaipur. In 1899 a Sanad (*see* No. CLXXVIII) was granted to Raja Dharamjit Singh Deo, fixing his tribute for another 20 years. On the partition of Bengal a fresh Sanad (No. CCII), dated the 23rd December 1905, was granted to the Chief, which settled his tribute for 14 years.

The present Chief, Raja Chandar Shikhar Prasad Singh Deo, who was born on the 18th August 1889, succeeded his father, Raja Dharamjit Singh Deo, on the latter's death on the 16th December 1900. During his minority the State is under Government management.

The area of Udaipur is 1,055 square miles; revenue Rs. 1,05,904; population, by the census of 1901, 45,391; and tribute Rs. 800. The State possesses (1905) 24 armed police, and 1 unserviceable and 2 serviceable guns.

Udaipur is liable to the nazarana rules.

(iv)—THE NON-FEUDATORY ZAMINDARIS.

The *Wainganga* Zamindaris (44 in number) form portions of the Bhandara and Balaghat districts. The Zamindars are now nothing more than large landowners, holding their Estates on favourable terms in consideration of the dignity enjoyed and services rendered by their families in former years. They have been relieved of all police duties, and no longer exercise any function of government whatever. None of the Zamindaris are scheduled districts (Act XIV of 1874).

The *Chanda* Zamindars (20 in number) hold their Estates under special Patent (No. CCIII). The Zamindars formerly controlled the arrangements for excise, pounds, and ferries within their Zamindaris and enjoyed the revenue from these sources, but these privileges have been withdrawn, the loss of revenue being recognised by the grant of some pecuniary compensation. The administration of the police has also been withdrawn from the Zamindars, and the force which they formerly maintained has been replaced by Government police. The clauses of the patent referring to these functions of the Zamindars are, therefore, now obsolete. Such of its conditions as are not obsolete have been embodied in a Wajib-ul-arz drawn up in 1904. The Zamindaris are held on condition of loyalty, proper management, and the improvement and cultivation of the Estates; and the right of free access to all minerals in the Estates is reserved to Government.

The Zamindaris are all scheduled districts.

The total area of these zamindaris is 3,445 square miles; and the population, according to the census of 1901, is 142,616.

The *Chhattisgarh* Zamindaris, 31 in number, form portions of the Raipur, Drug, and Bilaspur Districts. Their rights in respect of police, excise, and pounds have been resumed, as in Chanda, and Government police have been introduced into these Zamindaris. The majority of the Estates are scheduled districts.

The Jagirdars of *Chhindwara* and *Hoshangabad*, 11 in number, hold their Estates under Sanads (No. CCIV) issued to them in 1880. As in the case of the Chanda and Chhattisgarh Zamindars, their rights pertaining to police, excise, and pounds have been resumed. The Jagirs are held on condition of loyalty, proper management, and the improvement and culti-

vation of the Estates; and all rights in connection with minerals found in the Estates are reserved to Government.

All these Estates are scheduled districts.

The total area of the Jagirs is 18,916 square miles; and the population, according to the census of 1901, 1,157,356.

List of the Zamindaris and Jagirs of the Central Provinces.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
1	Balaghat.	Hatta	22,990	Lodhi.
2		Kirnapur*	6,290	Kunbi.
3		Bhadra	11,000	Pathan.
4		Bhanpur†	5	Gond.
5		Kinhi	3,800	Golar.
6		Bamhangaon	1,292	Rajput.
7		Badgaon	396	Do.
8		Bijagarh	1,900	Gond.
9		Chauria	80	Do.
		Total ...	47,753	
10	Bhandara.	Chichgarh	5,400	Halba.
11		Palasgaon (Palandur)	1,000	Gond.
12		Rajoli	905	Pathan.
13		Mohgaon	1,500	Rajput.
14		Kanhargaon	90	Do.
15		Deori-Kishori	1,000	Lodhi.
16		Bhagi	1,040	Gond.
17		Chichewara	1,275	Halba.
18		Salegaon	725	Lodhi.

* The Kirnapur Zamindari has been re-constituted without powers of transfer under the sanad granted by the Chief Commissioner in Revenue Department letter No. 4784-A., dated the 6th August 1904.

† A single village (Pola) is alone left to the Zamindar, all the rest having been alienated and passed out of Zamindari tenure.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
19	Bhandara—*concld.*	Palasgaon	280	Rajput.
20		Chikhli	469	Gond.
21		Gond-Umri	2,000	Do.
22		Umri	1,000	Rajput.
23		Dalli	1,725	Gond.
24		Arjuni	1,300	Do.
25		Dawa	2,000	Halba.
26		Khajri	600	Rajput.
27		Turmapuri	750	Gond.
28		Khairi	550	Halba.
29		Jambhli	560	Gond.
30		Kamptha	51,000	Lodhi.
31		Warad	17,000	Do.
32		Gangejhari	1,300	Pardhan.
33		Amgaon	10,000	Kunbi.
34		Phukimeta	825	Puar.
35		Saoli-Dongargaon	4,795	Kunbi.
36		Bijli	6,930	Lodhi.
37		Darekasa	2,345	Gond.
38		Salekasa	1,070	Do.
39		Palkhera	5,410	Kunbi.
40		Nansari	1,700	Brahman.
41		Tirkheri	950	Puar.
42		Malpuri	795	Do.
43		Purada	1,600	Gond.
44		Dongarli	500	Rajput.
		Total ...	1,30,389	

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
45	Chanda.	Chandala	17	Raj-Gond.
46		Potegaon	16	Do.
47		Gilgaon	32	Do.
48		Moranda	48	Do.
49		Khutgaon	15	Do.
50		Jharapapra	22	Halba.
51		Ahiri	800	Raj-Gond.
52		Sonsari	140	Halba.
53		Gewardha	150	Pathan.
54		Palasgarh	250	Raj-Gond.
55		Sirsundi	15	Do.
56		Kotgal	12	Gond.
57		Rangi	45	Maria.
58		Aundhi	24	Raj-Gond.
59		Muramgaon	8	Do.
60		Dhanora	30	Do.
61		Dudhmala	8	Do.
62		Panabaras	150	Do.
63		Koracha	10	Gond.
64		Ambagarh Chouki	500	Do.
		Total ...	2,292	
65	Raipur.	Bindra-Nawagarh	16,000	Gond.
66		Khariar	7,500	Chouhan Rajput.
67		Narra	300	Kanwar.
68		Deori	400	Binjwar.
69		Suarmar	2,500	Gond.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
70	Raipur—*concld.*	Kauria	4,500	Gond.
71		Fingeshwar	5,500	Raj-Gond.
72		Phuljhar	8,735	Gond.
73		Bilaigarh	2,000	Do.
74		Bhatgaon	1,600	Binjya.
75		Katgi	2,000	Gond.
		Total ...	51,035	
76	Drug.	Gonderdehi	6,700	Raj-Kanwar.
77		Khujji	2,750	Pathan.
78		Dondi-Lohara	6,800	Gond.
79		Thakurtola	1,900	Dhur-Gond.
80		Gandai	6,655	Gond.
81		Barbaspur	2,080	Do.
82		Silheti	1,790	Dhur-Gond.
83		Sahaspur-Lohara	8,000	Gond.
84		Parpori	3,500	Do.
		Total ...	40,175	
85	Bilaspur.	Pandaria	22,500	Raj-Gond.
86		Kanteli	2,200	Do.
87		Pendra	3,000	Kowar.
88		Matin	300	Do.
89		Kenda	1,000	Do
90		Lapha	1,000	Do.
91		Uprora	460	Do.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
92	Bilaspur—*concld.*	Chhuri	2,500	Kowar.
93		Korba	4,100	Do.
94		Chapa	3,300	Do.
95		Malkharoda		Rajput.
		Total ...	40,360	
96	Chhindwara.	Harrai	693	Gond.
97		Sonpur	467	Do.
98		Batkagarh	494	Do.
99		Bhardhagarh	178	Do.
100		Gorpani	81	Do.
101		Gorakhghat	45	Do.
102		Partabgarh Pagara	739	Do.
103		Pachmarhi	267	Mawasi (Korku).
104		Almod	125	Gond.
		Total ...	3,089	
105	Hoshangabad.	Chater	190	Raj-Gond.
106		Bariam Pagara	85	Mawasi.
		Total ...	275	
		GRAND TOTAL ...	3,15,368	

* Held free of revenue in perpetuity.

No. CLVII.

Treaty with the Rajah of Berar in 1781.

Whereas a friendship is firmly established betwixt Maharajah Madajee Boosla and the English, the following Articles are accordingly settled by Syna Bahadur through Rajah Ram Pundit:—

1st.—The Rajah Syna Bahadur shall send 2,000 good and effective horse along with Colonel Pearse to assist the English in the war against Hyder Naig; that the officer commanding them shall act under the order of the said Colonel, or the officer who shall command the Bengal troops in the Carnatic; and that they shall receive from the officer who shall command the Bengal troops in the Carnatic an allowance for their support at the rate which hath been settled in a separate paper by the Governor-General and Council and Rajah Ram Pundit, month by month, in the same proportion as the English troops shall receive their pay.

2nd.—That the army of Rajah Syna Bahadur will immediately leave Orissa, and march in an expedition against Gurrah Mundelah; let the Governor-General and Council of the English, from a regard to the friendship which subsist betwixt the family of Bhosilah and the English, give orders that an English officer with a body of the troops, now stationed in Hindostan, may march from that quarter to assist the Rajah in the above-mentioned expedition, and having reduced Gurrah Mundelah, establish immediately the Rajah's garrisons there.

3rd.—That in order that the friendship betwixt the family of Maharajah Madajee Boosla and the English may daily be strengthened and augmented, let the Governor-General and Council for the present send a trusty person to Nagpore, and hereafter the Dewan Deogur Pundit will come from that place and have an interview with the Governor-General, when, with their mutual advice and approbation, the desires and demands of both parties will be adjusted and settled.

4th.—That if it should happen from particular circumstances that an interview betwixt Deogur Pundit and the Governor-General cannot take place, in that case the desires and demands of both parties may be settled at Nagpore by the intervention of a trusty person, and the bonds of friendship shall be so firmly established betwixt the family of Bhosilah and the English that no infraction or injury can ever by any means happen to them.

Account of the monthly expense of the troops to be sent along with Colonel Pearse.

Two thousand sowars or horse, at Rupees 50,000 per month for each 1,000, making altogether 1 lakh of rupees per month.

Dated 8th Rubbee-ul-Sani, in the 22nd year of the Reign.

The said allowance shall commence from the time of the troops leaving Cuttack, and when they shall have finished the service, and having received

their dismissal from the Commander of the English troops, they shall return to their own country, their pay shall be continued according to the number of munzils or day's journeys which they may be from the place of their dismission to the city of Cuttack.

No. CLVIII.

TREATY of PEACE between the HONORABLE ENGLISH EAST INDIA COMPANY and their ALLIES on the one part, and SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA on the other, settled by MAJOR-GENERAL WELLESLEY on the part of the HONORABLE COMPANY and their ALLIES, and by JESWUNT RAO RAMCHUNDER on the part of SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA ; who have each communicated to the other their full powers,—1803.

ARTICLE 1.

There shall be perpetual peace and friendship between the Honorable Company and their Allies on the one part, and the Senah Saheb Soubah Raghojee Bhoosla on the other.

ARTICLE 2.

Senah Saheb Soubah Raghojee Bhoosla cedes to the Honorable Company and their Allies, in perpetual sovereignty, the Province of Cuttack, including the Port and District of Balasore.

ARTICLE 3.

He likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, all the territories of which he has collected the revenues in participation with the Soubah of the Deccan, and those of which he may have possession which are to the westward of the River Wurdah.

ARTICLE 4.

It is agreed that the frontier of Senah Saheb Soubah towards the territories of His Highness the Soubah of the Deccan shall be formed to the west by the River Wurdah from its issue from the Injardy hills to its junction with the Godavery.

The hills on which are the Forts of Nernallah and Gouelghur are to be in the possession of Senah Saheb Soubah, and everything south of those hills, and to the west of the River Wurdah, is to belong to the British Government and their Allies.

ARTICLE 5.

Districts amounting to four lakhs of rupees per annum contiguous to, and to the south of the Forts of Nernallah and Gouelghur, are to be given over to Senah Saheb Soubah. Those districts are to be fixed upon by Major-General Wellesley and delivered over to Senah Saheb Soubah at the same time with the forts.

ARTICLE 6.

Senah Saheb Soubah, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their Allies, ceded by the 2nd, 3rd, and 4th Articles, and on all the territories of His Highness the Soubah of the Deccan.

ARTICLE 7.

The Honorable Company engage that they will mediate and arbitrate according to the principles of justice, any disputes or differences that may now exist or may hereafter arise between the Honorable Company's Allies, Secunder Jah Bahadur, his heirs and successors, and Rao Pundit Purdhan, his heirs and successors respectively, and Senah Saheb Soubah.

ARTICLE 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchmen, or the subject of any other European or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah who may fly from or rebel against his authority.

ARTICLE 9.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the court of the other.

ARTICLE 10.

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah. These Treaties* are to be confirmed. Lists of the persons with whom such Treaties have been made will be given to Senah Saheb Soubah, when this Treaty will be ratified by His Excellency the Governor-General in Council.

* *Vide* Treaties with Tributary and Feudatory States of Orissa, Vol. I., Part III. The Rajah manifested the utmost reluctance to ratify this clause, and it was only under the threat of renewed hostilities that he consented to sign the lists.

ARTICLE 11.

Senah Saheb Soubah hereby renounces for himself, his heirs and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindia and other Mahratta Chiefs, to attack the Honorable Company and their Allies. He engages not to assist those Chiefs if the war with them should still continue.

ARTICLE 12.

This Treaty of Peace is to be ratified by Senah Saheb Soubah within eight days from this time, and the ratification is to be delivered to Major-General Wellesley, at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major-General Wellesley engages that the Treaty shall be ratified by His Excellency the Most Noble the Governor-General in Council, and that the ratification shall be delivered in two months from this date.

Done in Camp at Deogaum, this 17th December 1803, answering to the 2nd Ramzan 1213 Fazali.

Ratified by the Governor-General and Council on the 9th January 1804.

No. CLIX.

TRANSLATION of an ENGAGEMENT for the restitution of the Provinces of SUMBULPORE and PATNA by the BRITISH GOVERNMENT to RAJAH RAGHOOJEE BHOOSLAH SAINA SAHEB SOOBAH BAHADOOR, dated 24th August 1806, corresponding with the 9th of Jemmaudee-Oossannee, 1221 Hijree.

Adverting to the relations of harmony and friendship subsisting between the British Government and Maharajah Raghoojee Bhooslah, the Honorable Sir George Hilaro Barlow, Baronet, Governor-General, agrees to restore to Maharajah Raghoojee Bhooslah all the territory of Sumbulpore and Patna which was ceded by the Maharajah to the Honorable English Company, with the exception of the territory of Rajah Joojar Sing, according to the following Schedule. The British Government hereby renounces all future claim whatsoever to the undermentioned Pergunnahs, and the Maharajah shall possess the same degree of sovereignty over them as he possesses over the rest of his dominions.

SCHEDULE.

NAMES OF PERGUNNAHS OF SUMBULPORE.

Sumbulpore.	Burgurh.	Boomra.
Sonepore.	Suktee.	Bonee.
Saurungurh.	Lerakole.	Gangpoor.

NAMES OF PERGUNNAHS OF PATNA.

Patna.	Nawagurh.	Tonageer.
Khauss Patna.	Ghureeband.	Borasambre.

The territo.y of Rajah Joojar Sing shall continue to be incorporated with the British dominions. The Maharajah on his part hereby renounces all future claim to the territory of Rajah Joojar Sing, and further engages never to make any pecuniary demand on that territory or to exercise any authority over it. If at any time, Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maharajah Raghojee Bhooslah or enter into any collusion with the zemindars of the Maharajah's territory for the purpose of making war upon the Maharajah, the Maharajah shall report the same to the Honorable the Governor-General in Council, who will duly enquire into the circumstances of the case, and if such acts should be proved against Rajah Joojar Sing, his country shall be separated from the British dominions, and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Joojar Sing. The Governor-General will not in any manner encourage or afford him protection. On the other hand, the Maharajah and his officers shall not, without the consent of the British Government make war in any manner upon Rajah Joojar Sing or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maharajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed that a copy of this Treaty, ratified by the Governor-General in Council, shall be transmitted from Fort William in the space of two months and eleven days from this date.

Ratified by the Governor-General in Council on the 2nd October 1806.

No. CLX.

TREATY of PERPETUAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PURSOJEE BHOOSLAH, his heirs and successors, settled with RAJAH MOODHAJEE BHOOSLAH, exercising with plenary powers all the functions of Government, on behalf of the said MAHARAJAH, by RICHARD JENKINS, Esq., Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE FRANCIS, EARL of MOIRA, K.G., one of HIS BRITANNIC MAJESTY'S Most HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL IN COUNCIL, appointed by the HONORABLE the COURT of DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies,—1816.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time between the Honorable English East India Company and the State of Nagpore, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, and to the security of their rights and territories, and those of their allies and dependents, to enter into the defensive alliance on the terms specified in the underwritten Articles.

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree, that all the former Treaties and Agreements between the two States now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against Maharajah Pursojee Bhooslah, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the

Governor-General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharajah Pursojee Bhooslah, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3.

In conformity to the spirit of complete alliance and indemnity of interests, established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself, to protect and defend the State of Nagpore, against all enemies, the Maharajah agrees not only to employ the utmost effort of his military power and resources, in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility or aggression directed against the State of Nagpore, but also to consider the forces and resources of his Government to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, Their Highnesses the Nawab Sekunder Jah, Soobahdar of the Deccan, and the Peishwa, Rao Pundit Purdhan, as well as generally to aid the British Government as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies.

ARTICLE 4.

With a view to fulfil this Treaty of defensive alliance, Maharajah Pursojee Bhooslah agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native cavalry, six battalions of Native infantry, one complete company of European artillery, and one company of pioneers with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall be accordingly stationed in perpetuity in the Maharajah's territories. It is moreover agreed that, with the reserve of two battalions of sepoys which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British Government and with liberty to move in any direction necessary through His Highness' territories, as well as to have the privilege of changing its position in case it shall be so determined on, the Maharajah's Government being previously consulted in the latter case. In the event, however, of its being deemed advisable by the British Government, at any time, that one of the two battalions of sepoys, which it is above provided are to remain near His Highness' person, should join the force stationed near the Nerbudda, the said Maharajah will make no objection, but the force near His Highness' person shall never consist of less than one battalion.

ARTICLE 5.

The Maharajah hereby engages to pay to the Honorable Company, from His Highness' treasury at Nagpore, according to the two undermentioned equal and half-yearly instalments, punctually and without demur or hesitation the annual sum of seven lakhs and fifty thousand Nagpore Rupees of the present standard value, being the estimated additional charge of the field establishment of the force described in the preceding Article.

The following are the instalments :—

	Rs.
1st December	3,75,000
1st June	3,75,000
Rupees .	7,50,000

ARTICLE 6.

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharajah Pursojee Bhooslah, and whatever arrangement may be thus determined upon, by mutual consent, shall be adopted. In the event likewise of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British Government shall be entitled to require, and His Highness will without hesitation agree to cede, territory in lieu of the whole of the subsidy, the situation of which territory will be then fixed according to mutual convenience. But it is understood that the British Government claims no right to demand a cession of territory, as long as the pecuniary payments are punctually discharged.

ARTICLE 7.

Whenever it may be found expedient for any temporary purpose to employ within the Maharajah's territory any troops belonging to the Honorable Company, exceeding the amount of the subsidiary force as fixed by the 4th Article, no objection shall be made on the part of the Maharajah, and the British Government on its part engages that the Maharajah shall not be charged with any additional expense on account of such extra troops.

ARTICLE 8.

The Maharajah grants full permission for the purchase of supplies of every description for the use of the subsidiary force in all parts of His Highness' territory. Grain and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a

manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of the Maharajah, his heirs and successors, the overawing and chastisement of rebels, or exciters of disturbance in His Highness' dominions, and due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims, but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Moolukgeeree.

ARTICLE 9.

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of Maharajah Pursojee Bhooslah in the same manner as the rights and territories of the Honorable Company are now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequently engages never to commit any act of hostility of aggression against Their Highnesses the Nizam and the Peishwa, or any of the Honorable Company's allies or dependents, or against any other Power or State whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 10.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negotiations with any other State whatever, without giving previous notice to and entering into mutual consultation with, the Company's Government; and the British Government on its part hereby declares, that it has no manner of concern with any of the Maharajah's children, relations, dependents, subjects, or servants, with respect to whom the Maharajah is absolute.

ARTICLE 11.

Whereas it is incumbent on the Maharajah to be prepared to unite with the British Government to the utmost extent of his power and resources in the protection and defence of his rights and territories, against all external and internal enemies; and whereas by the 3rd Article of this Treaty, the Maharajah engages not only to fulfil that obligation, but also to assist the British Government as far as may be practicable on occasions on which that Government may be compelled to exert its power in the defence of its own rights and those of its allies, the Maharajah engages, with a view to fulfil these obligations, to maintain, at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand cavalry, and two thousand infantry, with the necessary equipments of guns and warlike stores, which force shall be employed on occasions of actual service in the manner that may be pointed out by the Officer Commanding

the British subsidiary force. In the same manner, in the event of any part of the forces of the Maharajah being required to act in conjunction with a British force beyond the limits of His Highness' territories, the former shall be employed under the orders and directions of the Commanding Officer of the latter. It is, moreover, declared that, in addition to the force of cavalry and infantry which the Maharajah is bound by this Article perpetually to maintain, His Highness will keep up as large a number of troops as may be necessary, and as the resources of his Government may enable him to support, and that on all necessary occasions, he will be ready to assist the British Government with the whole of his forces.

ARTICLE 12.

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at His Highness' Court on all points connected with the due support and equipment of the force, consisting of three thousand cavalry and two thousand infantry, which, by the 11th Article, the Maharajah engages permanently to maintain, which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accoutrements, horses, arms, etc., of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford without excuse or hesitation to the Resident any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service; and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed personally either by the Resident or by the Officer Commading the subsidiary force.

ARTICLE 13.

Inasmuch as by the present Treaty of defensive alliance, the ties of union are so closely drawn that the interests of the two States are become identified, it is agreed that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidary force serving with the Maharajah shall be permitted, at the direction of the British Government, to be employed in the Province of Berar, in co-operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharajah's dominions; provided, however, that by such temporary employment of the force stationed with the Maharajah, His Highness' territories shall not be exposed to serious danger, and that the force stationed near His Highness' person shall never be less than one battalion of sepoys.

ARTICLE 14.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajah, or any members of His Highness' family, or relations or servants of His Highness, who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories.

ARTICLE 15.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esquire, with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has delivered one copy thereof in English, Mahratta, and Persian, signed and sealed by himself to the said Rajah Moodhojee Bhooslah, who on his part has also delivered one copy of the same duly executed with the seal and signature of Maharajah Pursojee Bhooslah, and with his own seal and signature; and Mr. Jenkins, by virtue of official authority given to him in that behalf by the Right Honorable the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of forty days a ratified copy of the same under the seal of the Honorable Company, and the signature of the Right Honorable the Governor-General in Council, on the delivery of which the Treaty executed by Mr. Jenkins shall be returned. But the subsidiary force specified in the 4th Article shall be immediately furnished by the Honorable Company, and all the other Articles of this Treaty shall be in full force from this time.

Signed, sealed, and exchanged at Nagpore, the twenty-seventh day of May in the year of our Lord One Thousand Eight Hundred and Sixteen, answering to the Twenty-eighth of Jumadoossanee, in the year of the Hijera One Thousand Two Hundred and Thirty-one.

Ratified by His Excellency the Right Honorable the Governor-General in Council, at Fort William in Bengal, this 15th day of June 1816.

(Sd.) J. ADAM,
Secretary to Government.

No. CLXI.

PROVISIONAL AGREEMENT concluded between the HONORABLE COMPANY and MAHARAJAH MOODHAJEE BHONSLA, by MR. JENKINS on the part of the HONORABLE COMPANY, and NAGO PUNDIT and NARRAIN PUNDIT on the part of His Highness,—1818.

ARTICLE 1.

The Rajah retains his Musnud until the pleasure of the Governor-General is known on the following conditions.

ARTICLE 2.

The Rajah consents to cede his territories north of the Nerbuddah, as well as all those on the southern bank, also Gawilegurh and his territories in Berar and Sirgoojah and Jushpore, in lieu of the former subsidy and contingent.

ARTICLE 3.

The affairs of the Government, Civil and Military, shall be settled and conducted by Ministers in the confidence of the British Government according to the advice of the Resident, and His Highness with his family will reside in his palace in the city of Nagpore under the protection of the British troops.

ARTICLE 4.

The subsidy shall be paid up and shall continue to be paid until a final settlement.

ARTICLE 5.

Any forts in His Highness' territory which the British Government may wish to occupy shall immediately be given up to the British troops.

ARTICLE 6.

The principal persons concerned in resisting His Highness' orders on the 16th of December and since shall receive no favour, but be punished, and, if possible, be seized and delivered up to the British Government.

ARTICLE 7.

The two hills of Seetabuldee with the bazaars and land adjoining, to a distance to be hereafter specified, shall be henceforth included in the British boundary, and such military works erected as may be deemed necessary.

Done at Nagpore this 6th day of January 1818 A.D., corresponding to the 28th of Suffer 1233 A.H.

(A true copy.)

(Sd.) R. JENKINS,

Resident.

No. CLXII.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH RAGHOJEE BHOOSLAH, his heirs and successors, settled by RICHARD JENKINS, ESQUIRE, Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, one of HIS BRITANNIC MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE COMPANY to direct and control all their affairs in the EAST INDIES,—1826.

Whereas a Treaty of perpetual defensive alliance, consisting of fifteen

Articles, was concluded at Nagpore between the Honorable East India Company and the State of Nagpore, under date the 27th May 1816, corresponding with the 28th of Jumadoossanee, in the year of Hijri 1231; and whereas during the subsistence of that Treaty in full force, in violation of public faith and of the laws of nations, an attack was made by Rajah Moodhajee Bhooslah on the British Resident and the troops of his ally stationed at Nagpore for the said Rajah's protection, thereby dissolving the said Treaty, annulling the relations of peace and amity between the two States, placing the State of Nagpore at the mercy of the British Government, and the Maharajah's Musnud at its disposal; and whereas the British Government, still recollecting the former close alliance, consented to restore the relations of amity and friendship and to replace His Highness on the Musnud; and whereas in utter forgetfulness of this lenity, and in disregard of every principle of faith and honor Appah Saheb entered into fresh concert with the enemies of the British Government, that Government was consequently compelled to remove him from the Musnud; and Maharajah Raghojee Bhooslah having succeeded to the same by the favour of the said Government, the following Treaty is concluded between the States :—

ARTICLE 1.

All Articles of the Treaty concluded at Nagpore, on the 27th of May 1816, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE 2.

Although the Rajah assumes, with the permission of the British Government, the title and ensigns of Sena Saheb Soobah, which have been held by former Rajahs of Nagpore, he hereby renounces for ever for himself and successors all dependence upon or connection with the Rajah of Sattarah or other Mahratta powers, and agrees to relinquish all ceremonies and observances whatever referring to the dignity of Sena Saheb Soobah.

ARTICLE 3.

By the 10th Article of the Treaty of Nagpore it is agreed that the Maharajah is neither to commence nor to pursue any negociation with any other State whatever, without giving previous notice to and entering into mutual consultation with the Company's Government. In order to the more effectual fulfilment of this Article, Maharajah Raghojee Bhooslah hereby agrees neither to maintain vakeels or other agents at the Courts of any Foreign State whatever nor to permit the residence of vakeels or other agents from any such State at his Court; and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court.

ARTICLE 4.

By the 4th Article of the Treaty of Nagpore, it was agreed that, with

the reserve of two battalions of sepoys which were to remain near the Rajah's person, the residue of the subsidiary force which the British Government thereby agreed to furnish should be posted in such a situation near the south bank of the Nerbudda as might be chosen by the British Government. By the present Article it is agreed that the British Government shall be at liberty in future to station its troops in any part of the Rajah's territories, as it may deem necessary for their protection and the maintenance of tranquillity; and also to decide upon the number of troops to be so maintained, whether greater or smaller than the amount of the subsidiary force before fixed.

ARTICLE 5.

The late Rajah Moodhajee Bhooslah, commonly called Appa Saheb, agreed to cede to the Honorable Company certain territories for the payment of the expenses of the permanent military force maintained by the British Government in His Highness' territories, and in lieu of the subsidy of 7,50,000 Rupees formerly paid by the said Rajah, and of the contingent he was bound to maintain by the former Treaty. These territories, as detailed in the Schedule annexed to this Treaty, shall remain for ever under the dominion of the Honorable Company. His Highness Maharajah Raghojee Bhooslah hereby expressly renounces all claims and pretensions of whatever description on the territories aforesaid, and all connection with the Chiefs and Zemindars or other inhabitants of them. The British Government on its part hereby guarantees the rest of the dominions of the Nagpore State to Maharajah Raghojee Bhooslah, his heirs and successors.

ARTICLE 6.

As it may be found that some of the territories ceded to the British Government in the foregoing Article would, from their situation, be more conveniently attached to the territories of the Nagpore State, His Highness agrees that such exchanges of talooks and lands shall be made hereafter on terms of a fair valuation of their respective revenues as may be necessary for the convenience of both parties; and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 5th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management of the said Company and their officers.

ARTICLE 7.

The British Government undertook, during the Rajah's minority, the settlement and management of the whole of the country reserved to His Highness, and the general direction of his affairs in His Highness' name, and on his behalf; His Highness' nonage, according to Hindu law and usage being now expired, the powers of Government and the administration of his dominions under the several conditions and exceptions hereinafter specified are declared to be vested in the Rajah.

ARTICLE 8.

For the more complete and effectual fulfilment of this intention and object of the 11th Article of the Treaty of 27th May 1816, the military force of the State of Nagpore with the exception of a small body of infantry and horse which may be maintained with the sanction of the British Government for the Rajah's personal retinue, and the requisite Sebundies for the police and collection of revenue (to be subject to the same sanction with regard to their numbers, description, and employment) shall always remain under the authority of the British Government, and at its disposal for His Highness' benefit, and sufficient funds shall be permanently appropriated for its regular payment from His Highness' resources.

ARTICLE 9.

The districts of Deoghur above the Ghauts, Chandah, Loujhee, and Chutteesgurh, and their dependencies together with some additional districts, yielding altogether a clear net revenue of seventeen lakhs of rupees per annum, will, for the present, be retained under the management of European Superintendents acting for the Rajah, but subject to the orders of the British Resident, to provide funds for the payment of the military establishments referred to in the preceding Article, and for the civil expenses of the said districts. A true and faithful account of the revenue and the produce of the said districts, and of the military and civil disbursements shall be rendered to His Highness, and any surplus remaining after payment of the above charges shall be paid into His Highness' treasury.

The rest of His Highness' territories, including the city of Nagpore, shall be replaced under the direct administration of His Highness and his Ministers, the British superintendence being gradually withdrawn; and it is hereby further declared, that whenever the state of the district, retained under British superintendence under this Article, and the success of His Highness' management in the country now transferred to him, shall appear to the British Government to justify such a measure the districts excepted in this Article shall also be restored to the direct management of the Rajah, His Highness appropriating sufficient funds from his resources for the payment of the military force, and the British Government remaining the medium of conducting all affairs with the tributary Chiefs and Zemindars of the country.

ARTICLE 10.

In the management of the country transferred to the Rajah's immediate authority by the preceding Article, and in that of the excepted districts when restored to His Highness' control, Rajah Raghojee Bhoosla hereby promises to pay at all times the utmost attention to such advice as the British Government shall judge it necessary to offer him with a view to the economy of his finances, the better collection of his revenue, the administration of justice and police, the extension of commerce, the encouragement of trade, agriculture and industry, or any other objects connected with the advancement of His Highness' interests, the happiness of his people, and the

mutual welfare of both States, and always to conduct the affairs of his Government by the hands of Ministers in the confidence of the British Government, and responsible to it as well as to His Highness in the exercise of their duties in every branch of the administration.

His Highness specifically agrees to adopt such regulations and ordinances as may be suggested by the British Government through its representative at His Highness' Court for ensuring order, economy, and integrity in every department of his Government, and the engagements and settlements which have been or may be concluded with the putels and ryots or others in his name through the intervention of British Agents shall be faithfully maintained and acted upon. The civil establishments of the Government, the appointment of persons to fill them, and the expenditure on account of those establishments, as well as of His Highness' Court and household, shall be fixed and continued according to the advice of the British Government; and the Resident shall be at all times at liberty to inspect and investigate the accounts of the receipts and disbursements of the Government in every branch, as well as to have access to the treasury, in order to be assured of the actual state of the finances.

ARTICLE 11.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or either of them, that hostilities shall be undertaken or preparations made for commencing hostilities against any State or Power, Rajah Raghojee Bhooslah agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of the war, such a sum as shall appear to the British Government, on an attentive consideration of the means of His said Highness, to bear a just and reasonable proportion to the actual net revenue of His said Highness.

ARTICLE 12.

And whereas the interests and reputation of the contracting parties require that the prosperity of His Highness' dominions should be increased and perpetuated by the operations of this Treaty, and it is indispensable that effectual and lasting security should be provided for the welfare and happiness of the people and against any failure in the funds destined to defray the expenses of His Highness' permanent military establishment in the time of peace, as well as to secure an eventual surplus for the purpose mentioned in the 11th Article, it is hereby stipulated and agreed between the contracting parties that if, from the mismanagement of His Highness' Officers, and from the neglect of the advice and suggestions of the British Government, on the part of His Highness, the British Government shall have reason to apprehend at any future period, a failure in the funds so destined, or a deterioration, instead of the expected improvement in His Highness' resources, and in the condition of the people, the British Government shall be at liberty and shall have full power and right to assume and

bring under the direct management of the servants of the British Government such part or parts of the territorial possessions of His Highness as shall appear to the said Government necessary to render the funds efficient and available either in time of peace or war, or the whole, should the welfare of the country require it.

ARTICLE 13.

It is hereby further agreed that, whenever the British Government shall signify to the said Maharajah Raghojee Booslah, that it is become necessary to carry into effect the provision of the 12th Article, His said Highness shall immediately issue orders to his amils or other officers for placing the territories required under the exclusive authority and control of the said Government, and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the British Government shall be at liberty to issue orders by its own authority for assuming the collections and management of the said territories. Provided always that whenever and as long as any part of His said Highness' territories shall be placed and shall remain under the exclusive authority and control of the said British Government, the said Government shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also that in no case whatever shall His Highness' actual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one-fifth of the said net revenues the British Government engages at all times to secure and cause to be paid for His Highness' use.

ARTICLE 14.

The hill of Seetabuldee and that adjacent to it, with the land and bazars adjoining, within a boundary line which will be settled, shall be annexed to the British Residency, and the British Government shall be at full liberty to keep up the necessary works for rendering them a good military position, which have been or may be erected upon them or elsewhere within the boundary aforesaid.

The Maharajah also engages at all times to furnish such pasture land as may be required for the use of the British forces at the most convenient places adjoining to the cantonments of the different divisions of the said forces

ARTICLE 15.

The Maharajah also agrees that the British Government shall be at all times at liberty to garrison and occupy such fortresses and strong places within his dominions, as it shall appear to them advisable to take charge of, and that all officers and all troops, whether individually or collectively belonging to the Honorable Company, shall have free ingress to and egress from all His Highness' forts and places of strength when necessary for their safety.

ARTICLE 16.

Whenever called upon by the British Government, the Maharajah agrees to collect as many Brinjarries as possible, and to store as much grain as may be practicable in convenient places for the purpose of aiding the supplies of the armies of both States in any contest in which they may be engaged.

ARTICLE 17.

This Treaty, consisting of seventeen Articles, being settled and concluded at Nagpore, on the first day of December in the year 1826, corresponding with Jumadee 1st, in the year of the Hijeree 1242, by Richard Jenkins, Esq., with Maharajah Raghojee Bhooslah, Mr. Jenkins has delivered to the said Maharajah a copy of the same in English, Persian, and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr. Jenkins another copy also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr. Jenkins has engaged to procure and deliver to His Highness without delay a copy of the same duly ratified by the Right Honorable William Pitt, Lord Amherst, Governor-General, etc., etc., on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Governor-General's Seal.

(Sd.) AMHERST.

Ratified by the Right Honorable the Governor-General in Camp, at Shahjehanpore, this thirteenth day of December, one thousand eight hundred and twenty-six A. D.

(Sd.) A. STIRLING,
Secretary to the Government,
In attendance on the Governor-General.

SCHEDULE

OF CESSIONS TO THE BRITISH GOVERNMENT.

1st.—Mundilla, including

1. Fort of Mundilla.
2. Burgee.

2nd.—Jubbulpore, including

1. Huwelee Gurha.
2. Suhora.
3. Sandpoor.
4. Khombee.
5. Bhunee Ban.
6. Ghosalpoor, including—
   1. Sirclee.
   2. Kooa
   3. Turwa.
   4. Ghosalpoor.
7. Punnagurh.
8. Mujholee.
9. Kemoree.
10. Bareily.
11. Bulhary.
12. Tezgurh.
13. Kusungee, etc.

Zamindary Talooks.

1. Mulumpoor.
2. Peepreea.
3. Mangurh.
4. Narayunpoor.
5. Nuwaz.
6. Wureea.
7. Singhoree Chaya.
8. Bundra.
9. Suhupoora.

3rd.—Sewnee, including

1. Sewnee.
2. Doonguraza.
3. Anu Ushta.
4. Denashee.
5. Dungurthat.
6. Kurola.
7. Rutungee.
8. Ghinsoor.
9. Gondee.
10. Oogullee.
11. Chindee.
12. Chupara and two Khasgee villages.

4th.—Chowragurh, including

1. The Fort of Chowragurh.
2. Shapoor.
3. The Kuzba of Chougan.

5th.—Rewa, including

1. Bohurgurh.
2. Bara.
3. Sakurgurra.
4. Bahnee.
5. Sewnee.
6. Bhamboonezumala.
7. Singpoor Bara.
8. Buchaee.
9. Pilapusaee.
10. Hoosungabad.
11. Zumanee.
12. Sohagpoor.
13. Chiklee Bara.

6th.—Baitool, including

1. Kunellee Khesla Baitool.
2. Juyutgurh Amla.
3. Khundar Kirawuddee.
4. Jamnee.
5. Masud.
6. Sowhgurh.
7. Mhauderee.

7th—Moollagee, including

1. Moottayee.
2. Saykhera.
3. Satner.
4. Patun.
5. Mundree.
6. Ashta.
7. Metsalwaree.
8. Pownee.
9. Ashner.

8th—Sumbhulpoor, including

1. Khalsa Sumbhulpoor.
2. Chunderpoor.
3. Ambonna.
4. Kurral.
5. Ghems.
6. Hootal.
7. Burpalee.
8. Patkulda.
9. Lukunpoor.
10. Boordah.
11. Barbar Killa.
12. Phoonda.
13. Dama.
14. Saungah.
15. Sappurgurh.
16. Serrah.
17. Coolabara.
18. Rampoora.
19. Rajepoor.
20. Pondumpoor.

Zemindaries.

1. Sumbulpoor.
2. Burgurh, including
   - Singra,
   - Half of Boteea, and
   - Half of Saragong.
3. Suktee, including
   - Half of Boteea, and
   - Half of Saragong.
4. Saringurh, including
   - Sureea.
   - Suroawah.
   - Sohagpoor.
5. Gungpoor.
6. Boree.
7. Boomra.
8. Rerakole.
9. Soondpoor.

Patna and its Dependencies.

1. Patna.
2. Assee Salda.
3. Jura Singha.
4. Butata.
5. Dinkgurh.
6. Topal.
7. Teelgurh.
8. Gumleeadolah.
9. Huldee.
10. Sandakala.
11. Sarpahar.
12. Bud Puhar.
13. Boy Moorda.
14. Sabe Butha.
15. Hat Kund.
16. Doombutta.

Patna Zemindaries.

1. Patna Proper.
2. Pooljher.
3. Boora Samer.
4. Ramoon.
5. Autgaon.
6. Lohar Singha.
7. Kheriar.
8. Nuwagurh.
9. Dewlee.

9th—Sohagpoor Bhugdoker.

No. CLXIII.

Revised Engagement between the Honorable Company and the Rajah of Nagpore,—1829.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Rajah of Nagpore, and to the mutual benefit and convenience of the Honorable Company and His Highness' Government, it has been deemed expedient to alter and modify certain Articles of the Treaty of 13th December 1826, the following provisions have accordingly been arranged and concluded, on the one part by Francis B. S. Wilder, Esq., Resident at the Court of Nagpore, in the name and on behalf of the Right Honorable Lord William Cavendish Bentinck, Governor-General in Council, and on the other by Maharajah Raghojee Bhoosla, Rajah of Nagpore.

Article 1.

Articles 8 and 9 of the existing Treaty are hereby rescinded, and it is agreed that, in lieu of the obligations contracted by those Articles, the Rajah of Nagpore shall pay to the British Government an annual subsidy of Sonat Rupees eight lakhs per annum, by quarterly instalments, *i.e.*, on the 6th of September, 6th December, 6th March, and 6th June of each year; in consideration whereof the reserved districts will be given up to His Highness' management, and his army made over entirely to his own authority and disposal, the British officers employed in the Nagpore service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussilee year, or 6th June 1830. Arrangements for gradually disbanding the auxiliary force, as at present constituted, will be immediately put in train, it being of course the duty of the Rajah to provide in their room, and from his own funds, a national force adequate to the ordinary protection of his subjects and the performance of internal duties.

Article 2.

The Rajah agrees to respect and abide by the conditions of the Quinquennial Settlement, concluded with the poteils, ryots, and others by the British authorities in his name, during the period for which the several leases were contracted. His Highness also binds himself to maintain inviolate all Agreements and Engagements formed with the Gond and other Tributary Chiefs and Zemindars by British officers under the sanction and authority of the Resident.

Article 3.

Articles 10, 12, and 13 of the existing Treaty are hereby cancelled, and the following modified provisions substituted in lieu thereof. It shall be competent to the British Government, through its local representative, to offer advice to the Maharajah, his heirs and successors, on all important matters,

whether relating to the internal administration of the Nagpore territory or to external concerns, and His Highness shall be bound to act in conformity thereto. If, which God forbid, gross and systematic oppression, anarchy and misrule should hereafter at any time prevail, in neglect of repeated advice and remonstrance, seriously endangering the public tranquillity and placing in jeopardy the stability of the resources whence His Highness discharges his obligations to the Honorable Company, the British Government reserves to itself the right of re-appointing its own officers to the management of such district or districts of the Nagpore territory in His Highness' name, and for so long a period as it may deem necessary, the surplus receipts in such case, after defraying charges, to be paid into the Rajah's treasury.

ARTICLE 4.

Article 11 of the existing Treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Rajah agrees to maintain at all times, in a state of efficiency, a body of not less than one thousand of the best description of Irregular Horse, organised and disciplined after the native fashion, commanded by his own Native officers, and subject to His Highness' exclusive authority. In the event of war, this force shall be liable to serve with the British army in the field, receiving batta from the Honorable Company in compensation of the extra expense of their maintenance, whenever employed beyond the Nagpore frontier.

ARTICLE 5.

Article 15 of the existing Treaty is hereby abrogated.

ARTICLE 6.

All the other provisions and conditions of the Treaty concluded at Nagpore on the 13th December 1826, which are not affected by the above convention, are to remain in full force and effect.

ARTICLE 7.

This Engagement, consisting of seven Articles, being settled and concluded at Nagpore, on the 26th day of December 1829, corresponding with 29th Jumadilakher, in the year of the Hijeree 1245, by Francis B. S. Wilder, Esquire, with Maharajah Raghojee Bhoosla, Mr. Wilder has delivered to the said Maharajah a copy of the same in English, Persian, and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr. Wilder another copy, also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr. Wilder has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by the Right Honorable Lord William Cavendish Bentinck, Governor-General, etc., etc., etc., on the receipt of which by His Highness, the present Engagement shall be deemed complete and binding on the Honorable East India

Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Given on the 26th December 1829, corresponding with the 29th Jumadilakher, 1245 Hijeree.

(Sd.) F. B. S. WILDER,
Resident.
„ W. C. BENTINCK.
„ DALHOUSIE.
„ W. B. BAYLEY.
„ C. T. METCALFE.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Fifteenth day of January, One Thousand Eight Hundred and Thirty.

(Sd.) A. STIRLING,
Secretary to Government.

No. CLXIV.

SPECIMEN SUNNUD.

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE, SIRCANOONGOE, PERGUNNAH KUSRAWUD.

Whereas you formerly held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentage on the public revenues; and *whereas* the services you rendered in that office will not in future be required by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore the Governor-General in Council has been pleased to order that your ziraut and jagheer, as noted at foot hereof, continue in your possession in freehold enam, with the full power of alienation by gift, sale, adoption, or otherwise, subject to good behaviour and the annual payment into the Government treasury by half-yearly instalments of Rupees 245 as quit-rent.

In token whereof this Sunnud is granted to you this day of 1865.

No. CLXV.

Specimen Sunnud.

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE, SIRCANOONGOE, PERGUNNAH KUSRAWUD.

Whereas you have held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentages on the public revenues; and *whereas* the service you rendered in that office will not in future be required by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore the Governor-General in Council has been pleased to order that, in addition to freehold enam, you receive from the public Treasury the sum of Rupees 4,480-6 in half-yearly instalments, in lieu of the cash perquisites enjoyed by you; and that such pension be continued to your heirs, sons, brothers, and brothers' sons, in hereditary succession, subject to good behaviour.

In token whereof this Sunnud is granted to you this day of 1865.

No. CLXVI.

Specimen Engagements entered into by the Zemindars of Chattisgarh—1821.

I, Ram Raee, the Zemindar of Sonakhan, with its twelve dependent villages in the Province of Chhattisgarh, and subject to the Government of Nagpore, and my descendants, enter into the following Engagement :—

1. I will obey the orders of the Sircar, and will be engaged in no rebellion or treachery against it.

2. I will inform the Sircar of any intrigues to its prejudice which come to my knowledge.

3. I will pay my tribute (tuckolee) regularly to Chhattisgarh in two instalments annually to the Agent of the Sircar authorised to receive it, and according to the separate arrangements entered into with the Government.

4. Customs (syer) belong to the Sircar, and I will levy none, and I will take the bazaar, which shall not be increased beyond the established usage, and for this I engage to pass traders safely through my zemindary.

5. I will offer no interruption to travellers or merchants passing through my zemindary, but will always assist and protect them. If they are robbed, I will be responsible, or either give up the thieves, the property, or its price.

6. If any criminals or traitors seek refuge in my zemindary, I will immediately deliver them up to the Sircar.

7. I will not punish any person with death without the previous sanction of the Sircar, and will impose only such fines as are sanctioned by practice, are just and necessary for the suppression of crimes and irregularity. Under false pretences I will not impose any; and will not compel widows to re-marry against their own wishes. I submit to the decision of the Sircar in all appeals made against my judicial awards.

8. I will not appropriate to myself the effects of the dead when there are sons or heirs; property shall descend from father to son, or to the nearest heir.

9. I will not make war upon any zemindar or other person without the orders of the Sircar; my disputes with others I will refer to the decision of the Sircar.

10. I will cherish my ryots and do all in my power to increase the prosperity of my zemindary.

Ryepore, 17th February 1821.

Statement of Tribute payable by the Zemindars of Chhattisgarh.

Name of Zemindary.	Name of Zemindar.	Amount of tribute.			Remarks.
		Rs.	A.	P.	
Bustar	Mypal Deo	4,000	0	0	
Karrondee	Joograj Deo	4,500	0	0	
Kakair	Bope Deo	.....			
Koojee	Hybut Khan	1,150	0	0	
Paindra	Adjeet Sing	1,400	0	0	
Mattin	Juggernath Sing	300	0	0	
Oprodah	Sew Sing	850	0	0	
Kaindah	Byron Sing	500	0	0	
Laffa	Vickram Sing	630	0	0	
Chooree	Prittee Sing	1,500	0	0	
Korebah	Burrat Sing	1,500	0	0	
Chappa	Vessewnat Sing	800	0	0	
Cowerdah	Oojar Sing	8,635	0	0	
Pundureeah	Gurroor Sing	7,727	0	0	
Bhutgaon	Gujraj Sing	300	0	0	
Soormar	Soab Sing	250	0	0	
Nurrah	Jait Sing	75	0	0	
Sonakhan	Ram Raee	.....			
Bellyghur	Maharaj Sing	500	0	0	
Kuttungee	Praun Sing	300	0	0	
Nandgaon	Mohjeeram Muhunt	30,606	3	0	
Kyraghur	Drigpal Sing	30,100	0	0	
Kondka	Balmooken Dass	10,704	3	3	
Gundye	Turwar Sing	2,481	0	6	
Sohagpoor	Goolal Sing	1,115	0	0	
Thakoor Tola	Adar Sing	355	0	6	
Dongergurh	Mohjeeram Muhunt and Drigpal Sing.	17,753	10	0	
	Total	1,28,032	1	3	

SPECIMEN ENGAGEMENTS with the Zemindars of CHANDA.

ENGAGEMENTS concluded in the Fuslee year 1230 by CAPTAIN CRAWFURD, the SUPERINTENDENT of the CHANDA District, with SOUDE KHAN, ZEMINDAR of GEWARDA, Pergunnah WYRAGURH, Zillah CHANDA.

1. Soude Khan by this deed becomes responsible for all robberies and thefts committed within the confines of his zemindary, inasmuch as he engages to make good all property stolen within his confines, or within the Wyragurh Pergunnah, by the inhabitants of his zemindary, or to trace the thieves beyond his limits.

2. Soude Khan further engages to furnish, for the service of Government when required, a quota of 20 men, and to fulfil these engagements without demur.

(Signed by) BAHADOOR KHAN,
Son of SOUDE KHAN.

21st day of Suffer 1230 Fuslee.

Statement of Tribute payable by the Zemindars of Chanda.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.	Remarks.
		Rs. a. p.	
Gewarda	Soude Khan	30 0 0	
Purrusghur	Govind Shah	30 0 0	
Ambaghur	Nilkunt Shah	25 0 0	
Amric Palabarsa	Nizum Shah	25 0 0	
Dewulgaon Sonsery	Chunder Shah	215 0 0	
Rangee	Anund Row	12 0 0	
Koracha	Sooba Dao	10 0 0	
Kootgaon	Jugga Thakoor	6 0 0	
Damona	Bhudra Thakoor	5 0 0	
Jurra Papra	Gunesh Thakoor	3 0 0	
Mooroomgaon	Kullyan Thakoor	3 0 0	
Seersondee	Sherga Thakoor	2 0 0	
Kodjub	Neeram Shah	3 0 0	
Dood Mala	Maroo Thakoor	3 0 0	
Deoka	Goolab Khan	3 0 0	
Ghot	Rajeshwur Row	25 0 0	
Gilgown	Veeroo Shah	10 0 0	
Paveeh Maulsudah	Ogroo Shah	10 0 0	
	TOTAL	420 0 0	

SPECIMEN SUNNUDS granted to the ZEMINDARS of DEOGURH.

TRANSLATION of a SUNNUD granted in the name and on the part of SREEMUNT MAHARAJ RAJAH SREE SENAH SAHIB SOOBAH RAGOJEE BHOOSLAH by RICHARD JENKINS, Esq., BRITISH RESIDENT, on the part of the HONORABLE EAST INDIA COMPANY, at the COURT of NAGPORE, to MOHUN SING THAKOOR, of PUCHMURREE.

Whereas your forefathers held and you continue to hold certain villages, lands and rights appertaining thereunto in the zillah of Deogurh as follows:—

Talooka Puchmurree, 7 villages.	Pergunnah Heerdagurh, 7 villages.	Pergunnah Pertaubgurh, 6 villages.

Puchmurree, Choomee, Nadowra, Kanee Chapper Dhama, Barkheree, Bajbyhree, Jont (lesser), Peepeereeah, Telee Bhut, Delakharee, Jont (greater), Bejoree, Charkhera, Banumwara, Chappar, Murka Dhanoo, Japye, Thorawaree, Modaree.

Pergunnah Oomrait, 1 village, Myawaree.	Pergunnah Jamye, 1 village, Khurwanee.	Pergunnah Almoat, 1 village, Boree Ghaut.	Pergunnah Gurguzghur, 1 village, Lona Dewee.	Pergunnah Umbarrah, 1 village, Nursurah.

and the villages of Peerawaree (pergunnah unascertained), comprising a total of 26 villages; they have been and are hereby confirmed to you and to your heirs for ever, and all the Rajahs, Thakoors, Zemindars and others are hereby enjoined to avoid all interference with your management of them and you are hereby held responsible for maintaining them in cultivation and population, binding yourself thereby to yield immediate obedience to all orders or calls for service of any sort by this Government, as may be hereafter specified.

Whereas three Jatras are annually held in the Mahadeo hills on which you have claims from pilgrims and others, the following arrangement is now made with you on that head: agreeable to it [and with your full consent previously rendered] you must hereafter abide refraining from every species of interference or violence.

The Jatra of Sawun is your exclusive right, but no tax can be levied on pilgrims in progress to the temple.

In the Jatra of Kartik the offerings at the shrine are the joint right of the three Thakoors, in which you will continue to participate. No taxes, however, to be levied on pilgrims.

In the Sooratree Jatra of Phagoon, or the Great Jatra, the offerings are also the joint right of the three Thakoors, and this will continue, and for the taxes levied thereto at the several ghauts and roads leading to the temple

or connected with it, they belong for the future to Government, and the following provision is hereby made :—

In lieu of your right to levy a tax on pilgrims at the several river and hill ghauts leading to the temple, which you have hitherto exercised, but which is now resumed by Government, and in lieu of your claim on one-third of the profits arising from the duties levied on pilgrims, cattle, merchandise, etc., etc., etc., at Koreel Ghaut, together with your exclusive right to the whole profit of the Tara Ghaut, Government hereby agrees to give you, for a period of three years, commencing with the year 1230 Fuslee, and ending with the year 1232 Fuslee, an annual sum of Nagpore Rupees 750.

This sum will be paid to you by the Government direct; you have no further right on the pilgrim duties, but on the expiration of three years, should you feel so disposed, you may apply for a new arrangement, which will meet with due consideration.

Such are the arrangements for the Pooja and Jatra rights ; by no means interfere in them in any other way than is now written, "taking care that no theft or purloining shall occur during the assembly of the pilgrims at the Murr. You are responsible." Avoid also all violence in every way towards them or to traders, visitors, etc. ; all collections from them and pilgrims in progress to the Jatra belong exclusively to Government.

All items, such as Ureeta, Furohee, Rand, Dhurawun, Jejeea, Kularu, Moohwa Paunree, etc., etc., hitherto levied by you, as well as the zemindary Sayer Khoont, are confirmed to you.

And in consideration of your expenses, this Government has also bestowed on you a right to levy the Sayer of Nandoura on its present scale; avoid increasing it without authority.

This therefore, as above detailed, is the provision made for you by this Government. Receive and eat; have no concern for the interference of others. In return your duties to Government are as follow :—

You will henceforth pay to Government in quit-rent 25 rupees in ready money, 10 seers of Cherongee, 5 seers Honey, 10 Bamboo Balas, and 10 Churrees ; send them yearly.

You are hereby bound to appear in person at call, yielding attendance on the immediate Agent under whom you are placed, obeying every order implicitly; if called on you will appear with five or ten (number undefined) attendants ready to do every duty imposed. You are held responsible for the internal tranquillity and good arrangement of your own lands throughout their boundary, settling and keeping under all thieves, rogues, and villains of every description, shewing in no instance the semblance of bad faith to Government, offering no excuse in a ready obedience to its mandates, and are held responsible for any act of criminality or irregularity, whether of your relatives or your ryots ; any person throughout your bounds, being guilty of any irregularity of any nature, for his act you are amenable, unless you produce the culprit or trace him to the satisfaction of the Government.

You are positively prohibited entertaining any foreign soldiers or bearers of weapons without its authority.

Done at Mooltan, this 25th day of February, A. D. 1820.

(A true copy.)

(Sd.) W. HAMILTON,
Acting Assistant.

A correct though not literal translation.

(Sd.) H. A. MONTGOMERIE,
Commissioner, Settlement Gonds.

ZEMINDARS OF CHINDWARA.

Statement of Tribute payable by the Zemindars of Deogurh or Chindwara.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.	Remarks.
		Rs. A. P.	
	Gubba Jumahdar . .	15 0 0	
	Rajah Durrio Sing . .	200 0 0	
Batkaghur	Kesho Rao Thakoor . .	30 0 0	
	Sough Sah . . .	10 0 0	
Putchmarree . . .	Mohun Sing . . .	25 0 0	
Bhurdaghur . . .	Cheemun Sah . . .	40 0 0	
Almond	Rajah Sah . . .	40 0 0	
Adygoon	Dowlut Bhartee . .	250 0 0	
Pertaubgurh . . .	Runjeet Sah . . .	.....	
Kurry	Jeswant Sah Thakoor .	.....	
Hurrakoat	Rajahjee	.....	
Puggara	Pertaub Sing . . .	.....	
Moothoonghaut . . .	Dowlut Sah . . .	.....	
Gorukghaut . . .	Dowlut Sah . . .	.....	
	TOTAL .	610 0 0	

No. CLXVII.

KUBOOLYUT executed by RAJAH JOOJHAR SING OF RAIGURH, dated 25th May 1819.

Whereas a settlement in perpetuity of the whole of Raigurh, with its Tuppahs Pilka, Tarapore, and Khass Raigurh, from $\frac{1228F.}{1873S.}$ has been concluded with me, I, Rajah Joojhar Sing of Raigurh, do voluntarily agree and promise to pay, without alleging any pretext, an annual tribute of 30 gold mohurs as a mark of my allegiance to the British Government. The tribute will be paid in one instalment in the month of Cheyt.

No. CLXVIII.

SPECIMEN ENGAGEMENT.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO of PATNA, dated 17th February 1827, A.D.

Whereas the whole of Khalsa Patna, which is my zemindary, has been settled with me for five years, from 1236* to 1240 Nagpore year, at an annual jumma of Sicca Rupees 562-8-0, or an aggregate jumma of Rupees 2,812-8-0, including "Mal," "Abwab Muhmoolee," or other customary duties, excepting unclaimed and intestate property, Khyrat, jaghire, "Bishoonpeereet" endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily execute this agreement, in which I promise that I will, according to the prescribed instalments and without pleading any excuse on the score of drought or diluvion, punctually pay in my revenue at Sumbulpore every year. I will conciliate my ryots, and adopt such measures as shall tend to the improvement of my estate. I will not harbour offenders against public justice, such as highwaymen, dacoits, thieves, and such like characters; and should I detect any such persons within my estate I will promptly apprehend and bring them to justice. I will duly report to the authorities all that occurs within my estate.

* A. D. 1826-27 to 1830-31.

(Here follows the specification alluded to.)

No. CLXIX.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH MAHARAJ SAHEE of SUMBULPORE, binding himself to the right discharge of Police and Judicial duties, dated 22nd February 1827.

Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been vested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all faithfulness and integrity, discharge the duties entrusted to me. I will conscientiously and impartially decide all civil causes. I will hear and properly investigate all suits preferred to me; and I will, to the utmost of my ability, give no reason to any one for dissatisfaction. If the litigating parties desire arbitration, I will permit them to have recourse to that mode of settling their differences, and I will direct the Punchayet to decide with conscientiousness and impartiality. I will promptly investigate all heinous offences, such as dacoity, plunder, murder, wounding, burglary, theft, highway robbery, etc., that may occur. I will apprehend the offenders, and

after duly recording the depositions I will pass an impartial judgment. I will report all that occurs within my estate to the authorities. I will submit regularly, on the 5th of each month, a Statement of Crimes; and I will never be guilty of concealing any offence. I will not myself oppress, nor will I suffer my "Amlahs" to oppress, any of my ryots, or any persons residing within my estate. I will not, by oppression, confinement, or otherwise, levy the cesses prohibited by Government; and I will not appropriate unclaimed or intestate property; it belongs to the Government. All such property I will take charge of and report to Government for orders. I will be personally responsible in the event of the terms above agreed to being violated; and should a breach of engagement be proved against me, I will render myself liable to any penalty that may be imposed on me for such offence.

No. CLXX.

SUNNUD granted to LAL FUTTEH SING, Zemindar of Khyraghur, dated Simla, the 20th May 1865.

The same to
Rajah Nurhur Deo, of Kakeir.
Luchmun Dass Zemindar of Kondka or Choee Kuzan.
Bahadoor Sing, Zemindar of Kawurda.
Ghasee Dass, Zemindar of Nandgaon.
Rajah Gunsham Sing, of Raeghur *cum* Burghur.
Rajah Sungram Sing, of Sarunghur.
Rajah Runjeet Sing, of Suktee.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognise and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

No. CLXXI.

ADOPTION SUNNUD granted to RAJAH BHYRON DEO of BASTAR—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses

should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

A similar Sanad was granted to the Chief of Makrai on the same date.

No. CLXXII.

ACKNOWLEDGMENT OF FEALTY presented by LAL FUTTEH SING, Zemindar of KHYRAGHUR.

I am a Chieftain under the administration of the Chief Commissioner of the Central Provinces. I have now been recognized by the British Government as a feudatory, subject to the political control of the Chief Commissioner, or of such officer as he may direct me to subordinate myself to.

I will respect and maintain all rights within my territories; I will attend to the prosperity of my ryots, to the strict administration of justice, and to the effectual suppression of crime. When a criminal convicted before me shall merit the punishment of death, or a term of imprisonment beyond seven years, I will refer the case to such British officer as the Chief Commissioner may appoint before I punish the offender.

If any person who has committed an offence in my State shall fly to British or other territory, I will represent the matter to British officers, in order that the offender may be given up. Should any persons who have committed offences in British territory, or criminals belonging to British territory, seek refuge in my country, they shall be pursued by officers of the British Government, and I will render every assistance in capturing and delivering up such fugitives.

I will pay into the British Treasury an annual tribute of Rupees (34,900) thirty-four thousand nine hundred, and when the amount of my tribute may come from time to time under revision, I will render every assistance towards settling such amount. I will always pay punctually such tribute as may be settled.

I engage not to levy transit duties within my jurisdiction, neither by myself nor my successors.

I will take such an order with my subjects that they shall have no cause to complain against injustice of mine; and when complaints preferred

against them are referred to me by British officers, I will dispose of them equitably. When the Chief Commissioner, or his officers, shall give me instructions or advice, I will obey such instructions and accept such advice. And I will conform. and cause my subjects to conform, to such Forest Regulations as the Chief Commissioner may be pleased to prescribe.

If at any time, through the misconduct of myself or my successor, my State should fall into great disorder, or great oppression should be practised, then I, or my successor, shall be liable to suspension or forfeiture of my or his governing powers. I engage to depute a Vakeel to be in attendance at the Court of the Deputy Commissioner of Sumbulpur, or at any other Court where the Chief Commissioner from time to time may direct.

(Sd.) LAL FUTTEH SING,
Zemindar, Khyraghur.

Signed in presence of us this fourth day of January eighteen hundred and sixty-six.

(Sd.) C. BERNARD,
(Sd.) F. FENTON,
Deputy Commissioner.

Similar ikrarnamas were presented by the following Chiefs:—

Gunsham Sing, Rajah of Raighur *cum* Burghur ... ... Tribute Rs. 340.	Dated the 4th January 1866.
Luchmon Dass, Zemindar of Rontka or Choee Kadan ... ... Tribute Rs. 7,700.	
Singram Sing, Rajah of Sarunghur ... ... Tribute Rs. 1,400.	
Ghassee Dass, Zemindar of Nandgaon ... ... Tribute Rs. 34,700.	
Runjeet Sing, Rajah of Suktee ... ... Tribute Rs. 240.	
Nurhur Deo, Rajah of Khakeir ... ... Tribute *Nil.*	Dated the 11th January 1866.
Devi Shah, Rajah of Makrai ... ... Tribute. The sum to be fixed by the British Government.	Dated the 7th March 1866.
Rachpal Sing, Zemindar of Kawurdah ... ... Tribute Rs. 7,400.	Dated the 27th June 1866.
Bhyron Deo, Rajah of Bustar ... ... Tribute Rs. 3,056.	Dated the 19th December 1870.

No. CLXXIII.

To

GHUNSHAM SING, RAJAH of RAIGURH *cum* BURGURH.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognize you a Feudatory and to permit you to govern your own territories in all matters whether criminal, civil, or revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment, you will, before passing orders for carrying out such sentence, send the case up to the Commissioner of the Chutteesgurh Division, or other such officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions; and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

(1) That you shall pay regularly the tribute of Rs. 400 now fixed for 20 years, *viz.*, from the current year 1867 to the year 1887 A.D., and that the said tribute shall be liable to revision at the expiration of the said term, or at any time thereafter that the Government may think fit.

(2) That you shall deliver up any offender from British or other Territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other Territory, you will make a representation in the matter to the authorities concerned.

(3) That you shall do your utmost to suppress crimes of all kinds in your State.

(4) That you shall administer justice fairly and impartially to all alike.

(5) That you shall recognize the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.

(6) That you shall levy no transit duties on grain, merchandize or any article of commerce passing through your State.

(7) That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

(8) That you shall appoint an approved Vakeel to be a permanent resident at the Sudder Station of the Sumbulpore District, in view to all orders affecting your State being communicated through him to you.

(9) That you shall manage your abkaree revenue in such manner as not to interfere with the adjacent British territory, and that if your abkaree arrangements do so interfere, the Chief Commissioner shall have authority to raise your tribute by Rs. 500 per annum, until your abkaree arrangements are again satisfactory.

THE RESIDENCY, NAGPUR,
4th September 1867.

(Sd.) J. H. MORRIS,
Offg. Chief Commissioner.

A similar Sanad was granted on the same date to Sungram Singh, Rajah of Sarungurh, fixing his tribute at Rs. 1,350.

No. CLXXIV.

IKRARNAMAH or ENGAGEMENT between the GOVERNMENT of NAGPUR and MYPAUL DEO, RAJAH OF BASTAR, and his heirs and successors, concluded on the part of the Government of NAGPUR by MAJOR P. VANS AGNEW, in virtue of powers vested in him and on the part of RAJAH MYPAUL DEO, by NARRAIN and KASIR SING DOW, in virtue of powers vested in them,—1819.

ARTICLE 1.

The Rajah Mypaul Deo acknowledges his dependence on the State of Nagpur, and on his own part and that of his heirs and successors engages to be faithful to it and to obey its orders.

ARTICLE 2.

The Government of Nagpur engages, as far as in its power, to protect the territory of Bastar.

ARTICLE 3.

The Rajah Mypaul Deo and his heirs and successors will act in subordinate co-operation with the Government of Nagpur.

ARTICLE 4.

The Rajah, his heirs and successors, will not have any connection, or enter into any negociation, or commence hostilities with other Chiefs and States without the knowledge and sanction of the Government of Nagpur, and will submit all disputes with others to its arbitration and award.

ARTICLE 5.

The Rajah of Bastar, his heirs and successors, engage to give a free passage and protection to all traders passing through their country, and not to exact any unusual or oppressive duties.

ARTICLE 6.

The Rajah of Bastar, his heirs and successors, engage that, should any of the enemies of the State of Nagpur, or any criminal, seek refuge in the territory of Bastar, they shall immediately be given up.

ARTICLE 7.

Rajah Mypaul Deo, his heirs and successors, engage to pay annually, in three equal instalments, *viz.*,—in Jilcand, Reb-el-Awul, and Rejub, to the Government of Nagpur, the usual tuckolee or tribute of 5,000 Nagpur Rupees in coin, and to depute a vakeel for this and other purposes to Chutteesgurh. It is provided, however, by this agreement that whilst the districts of Kotepaul and its dependencies are separated from the territory of Bastar a remission of one-fifth of this tuckolee or tribute be allowed.

ARTICLE 8.

The Government of Nagpur renounces all tuckolee or tribute due by Bastar up to the end of the year Fussulee 1227, on the condition that the tuckolee for Fussulee 1228 be punctually paid.

ARTICLE 9.

This engagement of nine Articles having been concluded and signed and sealed by Major P. Vans Agnew and by Narrain and Kasir Sing Dow, the ratification of the same by the Government of Nagpur and Rajah Mypaul Deo shall be exchanged within three months from this date.

Done at Ryepore, the 30th of March 1819.

(Sd.) P. VANS AGNEW, *Major*,
Superintendent of Affairs in Chutteesgurh.

(Sd.) NARRAIN.
„ KASIR SING DOW.

(A true translation.)

(Sd.) P. VANS AGNEW, *Major*,
Superintendent of Affairs in Chutteesgarh.

No. CLXXV.

KUBOOLYUT of RAJAH UMOLE SING, PROPRIETOR of PERGUNNAH KOREA, dated 3rd January 1848.

Whereas, with the sanction of the Government conveyed in their Secretary's letters No. 27, dated 17th May 1847, and No. 48, dated 5th July following, I, the Agent to the Governor-General at Ranchee, in Chota Nagpore, have concluded with you, Raiah Umole Sing, Zemindar and proprietor of Pergunnah Korea, a settlement of that Pergunnah, containing 350 mouzahs, "Uslee and Dakhilee," with a right to all cultivated and waste land, jungles and hills, jheel and beel, reservoir, tanks, wells, "kutcha and pucka," "Julker" (fisheries), Bunker, and Putker (forest produce), ponds, groves of "Tar, Muhoowa, and Mango," productive and unproductive, at an annual jumma of Company's Rupees 400 for ten years, from 1255 to 1264 F., excepting Lakheraj, Khyrat, Bishoonpeereet, Aina, Brahmotur, and Shibotur lands, Abwabs and Sayer, Gunjeat, Tuhbazaaree, Dân, and other bazaar dues, it becomes you to conciliate and render contented all resident, as well as Pyekasht, Ryots in your villages, together with the Illaquadars of the said Pergunnah, to take proper measures for the improvement of your estate and the collection of the revenue. You should exert yourself with a view to extend cultivation, and let the fruits of your exertions become apparent. You should pay into the Government Treasury the revenue at which your estate has been assessed, according to the terms of the settlement, kist by kist, and year by year, without alleging any plea; and, as is customary, you will obtain an acquittance at the close of the year. You must not exact from any one the following cesses prohibited by the Government: Rukham Sayer, Zukhat, Gunjeat, Tuhbazaaree, and other Abwabs; and you must not permit any one to collect or exact these cesses within your estate; you must not, without the sanction of Government, grant any lands rent-free. You have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatever under ground within Pergunnah Korea. All these belong to the Government. You must claim no remission of the revenue fixed by the present settlement on the plea of drought or diluvion, or absconding of ryots. No such plea will be admitted. You must guard every corner of your estate, so that nothing untoward fall out. You must guard the Passes and permit travellers to have free ingress and egress without molestation. You must not harbour within your estate thieves, dacoits, thugs, kuzzacks, and other bad characters. You must exercise such vigilance and adopt such measures that no man shall oppress his neighbour, and that such crimes as dacoity, highway robbery, thuggee, theft, etc., shall be suppressed. All the profits you acquire by increasing cultivation within your estates will be your own. You must render unhesitating obedience to the Government, and you must never evince any inclination to resist their orders. Until the appointment of a British officer to the Pergunnah, the Police duties will be conducted by you. All Police and Foujdarry cases, heinous and petty, that occur within your estate, you will promptly investigate and decide according to the method approved by the Authorities, and you will report

the result to them. You will, like all other Zemindars, perform Police duties. When the time arrives for the appointment of a British officer, he will superintend the Police and conduct all cases, Dewannee and Foujdarry, and you will even then continue to perform Police duties. You will be responsible for all crimes committed within your estate, and you will exercise the same Police powers as the Illaquadars of Jubbulpore and Sagur. Your responsibilities, too, will be the same as theirs. You must not conceal any crime or hush up a case, but you must decide it impartially. You must submit to the Agent, Governor-General, Monthly Criminal Returns and Reports. If you fail in the payment of the Government revenue, and if it be proved that you are guilty of neglect of your Police duties, of disobedience of orders, of the crime of oppression and tyranny over your Ryots, or of taking or giving bad counsel, the whole Zemindarry of the said Pergunnah will be resumed by the Government, and you will be debarred from all interference with it. In the above event the orders of Government are positive; you should therefore be cautious and vigilant in all respects.

N.B.—The Agreement with the Chang Bhakar Zemindar was drawn up in the same terms precisely.

No. CLXXVI.

Kabooliat of the Zemindar of Chang Bhakhar—1875.

I, Bhayah Bahadoor Balbhader Sing Deo, Zemindar of Chung Bhakhar, in Chota Nagpore, do hereby execute this kabooliat.

That whereas the estate of Chung Bhakhar has been open to resettlement or revision since the 3rd of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Bhayah Bahadoor Jung Jeet Sing Deo, on the 3rd of January 1848, has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed for a period of 20 years, from the 12th day of April 1875 to 11th of April 1895, I do hereby promise to obey and bind by the conditions, agreements, and stipulations detailed in the kabooliat executed by my late father, the said Bhayah Bahadoor Jung Jeet Sing, on the 3rd of January 1848.

Bhayah Bahadoor Balbhader Sing Deo,

Zemindar of Chung Bhakhar.

Dated 24th July 1875.

No. CLXXVII.

SUNNUD given to the CHIEF of CHANG BHUKHAR on renewal of the former settlement.

Whereas the estate of Chang Bhukhar has been open to resettlement or revision since the 3rd day of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Bhaya Bahadoor Jungjeet Singh on the 3rd day of January 1848 has been allowed to stand; and whereas His Excellency the Viceroy and Governor General of India in Council having reason to be satisfied with the manner in which you, Bhaya Bulbhuddra Singh, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years: you are hereby informed that the existing settlement of the said estate of Chang Bhukhar is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the kabulyats executed by your late father, the said Bhaya Bahadoor Jungjeet Singh, on the 3rd day of January 1848 aforesaid.

Sunnud issued on the 16th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. CLXXVIII.

SANAD given to the CHIEF of CHANG BHAKAR relative to HIS STATUS and POSITION—1899.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Chang Bhakar in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaya Mahabir Singh Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Bhaya Mahabir Singh Deo, son of Lal Run Bahadur Singh Deo, are hereby formally recognised as the Feudatory Chief of the Chang

Bhakar State, and you are permitted, as heretofore, to generally administer the territory of the said Chang Bhakar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees three hundred and eighty seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

VIII A.—You shall, as hitherto, have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatsoever under ground within your State, all these being the property of the British Government.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA;
The 8th March 1899.

CURZON OF KEDLESTON,
Viceroy and Governor-General of India.

Similar sanads were granted on the same date to the Chiefs of Jashpur, Korea, Sarguja, and Udaipur.

No. CLXXIX.

SANAD given to the CHIEF of CHANG BHAKAR, regarding the STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Chang Bhakar in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaya Mahabir Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad,

and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Bhaya Mahabir Singh Deo, son of Lal Run Bahadur Singh Deo, are hereby formally recognised as the Feudatory Chief of the Chang Bhakar State, and you are permitted, as heretofore, to administer generally the territory of the said Chang Bhakar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees three hundred and eighty-seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of the Chief Commissioner of the Central Provinces.

8. You shall consult the Political Agent, Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes. The

settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. You shall, as hitherto, have no right to the produce of gold, silver, coal, or diamond mines, or to any minerals whatsoever underground within your State, all these being the property of the British Government.

10. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

11. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;
The 23rd December 1905.

Seal.

No. CLXXX.

KUBOOLYUT of RAJAH RAM SING, ZEMINDAR of JUSHPORE, dated 8th June 1819, A.D.

Whereas a settlement of the whole of Pergunnah Jushpore and its dependency Korea, both included within Pergunnah Sirgoojah, has been made

with me by the British Government, on the payment to the Government of an annual tribute of Rupees 1,000 local currency,* I, Rajah Ram Sing, Zemindar of Pergunnah Jushpore, do hereby, of my own free will and accord, promise in presence of Captain Sinnock, Superintendent of the affairs of Sirgoojah, that I will not plead any excuse on the score of calamity, or other cause for non-payment; but according to the Kistbundee given below, I will, year by year, and instalment by instalment, pay the said tribute from the year 1876 Sumbut into the Treasury of Ranee Bishoon Koonwaree, Zemindar of Sirgoojah, through Lall Hurnath Sing, Tahsildar of the Ranee.

* Nagpur rupees, or 775 Company's rupees.

(Here comes specification of instalments.)

No. CLXXXI.

SUNNUD given to the CHIEF of JUSHPORE on renewal of the former settlement.

Whereas the estate of Jushpore, and its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh on the 8th day of June 1819 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Pertab Narain Singh Deo Bahadoor, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Jushpore and its dependency Khuria, is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the kabulyat executed by your late father, the said Rajah Ram Singh, on the 8th June 1819 aforesaid.

Sunnud issued on the 5th August 1875.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. CLXXXII.

KABOOLIAT of the ZAMINDAR of JUSHPORE—1875.

I, Rajah Partap Narain Singh Deo Bahadoor, Zemindar of pergunnah Jushpore, in Chota Nagpore, do hereby execute this kabooliat.

Whereas the pergunnah of Jushpore, with its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said pergunnah being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh, on the 8th of June 1819, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct that the present settlement be renewed for a period of 20 years, commencing from the 12th of April 1875 to 11th April 1895, under the conditions, agreements, and stipulations detailed in the kabooliat executed by my father, Rajah Ram Singh, on the 8th June 1819.

RAJAH PARTAP NARAIN SINGH DEO BAHADOOR,

Zemindar of Jushpore.

Dated 9th May 1875.

No. CLXXXIII.

SANAD given to the CHIEF of JASHPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Jashpur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bishan Prasad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Raja Bishan Prasad Singh Deo, son of Raja Pratap Narayan Singh Deo Bahadur, C.I.E., are hereby formally recognised as the Feudatory Chief of the Jashpur State, and you are permitted, as heretofore, to administer generally the territory of the said Jashpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations,

provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty through the Feudatory Chief of Sirguja, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of the Chief Commissioner of the Central Provinces.

8. You shall consult the Political Agent, Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of mining, forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse

or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;
The 23rd December 1905.

Seal.

No. CLXXXIV.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1883.

I, Lal Shri Umrao Singh Rais Surdar, the Feudatory Chief of the Khairagarh State in the district of Raipur, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees the strip of land comprising 311 acres, 3 roods and 1 pole permanently and 823 acres, 1 rood and 5 poles temporarily situate in my territories and bounded as under :—

From Mouzah Bodhi Tola, Purgana Dongargarh to Mouzah Khopree, Purgana Singarpore as per map attached hereto, the same having been surveyed and demarcated for the purpose of the Nagpur and Chhattisgarh State Railway including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore-mentioned free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction will vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this twenty-first day of August one thousand eight hundred and eighty-three.

Signed, sealed and delivered.

(Sd.) LAL SHRI UMRAO SINGH SAHIB RAIS,

Feudatory Chief of Khairagarh,

Raipur District.

Witnesses.

(Sd.) GHASI BABU OF KHAIRAGARH.

(„) NIZAM SAO TAMERA OF KHAIRAGARH.

No. CLXXXV.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1890.

The Feudatory Chief of Khairagarh, in the District of Raipur, doth, in virtue of all powers and authorities, so far as he can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 8 acres, 1 rood and 2 poles, situate in his territories and bounded as under, *i.e.*, on the east and south by the land already ceded to the railway and on the west and on the north by the Mouza of Dongargarh, the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by him, the said Feudatory Chief, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. The said Feudatory Chief further agrees, and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty, the Empress of India, her heirs, representatives and assignees. In witness whereof, the said Feudatory

Chief sets his hand and seal this ninth day of March one thousand eight hundred and ninety.

Signed, sealed, and delivered.

(Sd.) LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness,

(Sd.) J. P. GOODRIDGE,
Political Agent.

Countersigned.

RAIPUR ;
The 25th March 1890.

(Sd.) A. H. L. FRASER,
Offg. Commissioner, Raipur,
Chhattisgarh Division.

No. CLXXXVI.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES—1890.

I, Lal Umrao Singh, *alias* Kanhya Lal, Feudatory Chief of Khairagarh in the District of Raipur, Central Provinces, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 128 acres, 1 rood, 13 poles, situate in my territories and bounded as in the plan appended, the same having been surveyed and demarcated for the purposes of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me (Feudatory Chief of Khairagarh) and my heirs and representatives in and over the soil of the lands hereinbefore-mentioned, free of all present and future demand on account of revenue or rent.

2. I further agree, and by these presents declare, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In

witness whereof I set my hand and seal, this twenty-seventh day of September, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

(Sd.) LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness.

(Sd.) J. P. GOODRIDGE,
Political Agent.

RAIPUR;
The 13th October 1890.

(Sd.) M. M. BOWIE,
Offg. Commissioner, Raipur, Chhattisgarh Division.

No. CLXXXVII.

KUBOOLYUT of RAJAH GUREEB SING of KOREA, dated 24th December 1819.

Whereas a settlement of Pergunnah Korea, which is my estate, has been concluded with me by Captain Sinnock, Superintendent of the Affairs of Sirgoojah, at an annual jumma of Rupees 400, "Hursunna" for 1227 F., I freely and of my own accord engage to pay annually the above sum as Malgoozaree to the British Government, kist by kist, according to the subjoined Kistbundee. I will plead no excuse for non-payment.

(Specification of kists here given.)

No. CLXXXVIII.

KABOOLIAT of the ZEMINDAR of KOREA,—1876.

I, Rajah Pran Singh Deo, Zemindar of Korea, in Chota Nagpore.

Whereas the estate of Korea has been open to resettlement or revision since the 3rd day of the month of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision, the settlement made with Rajah Amole Singh, on the 3rd of January 1848, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which the former Chiefs, and subsequently the managers under the Court of Wards, have performed their duties, has

been graciously pleased to direct the present settlement to be renewed for a period of 20 years, and as I have attained the majority and have assumed charge of my hereditary estate, the existing settlement of the estate has been renewed with me for a period of 20 years, from the 12th of April 1875 to 11th of April 1895, I do hereby promise and bind myself to perform and obey the conditions, agreements, and stipulations detailed in the kabooliat executed by Rajah Amole Singh, on the 3rd of January 1848.

RAJAH PRAN SINGH,

Dated 8th February 1876.

Zemindar of Korea.

No. CLXXXIX.

SUNNUD given to the CHIEF of KOREA on RENEWAL of the former SETTLEMENT.

Whereas the State of Korea has been open to resettlement or revision since the 3rd day of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Umole Singh on the 3rd day of January 1848 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the affairs of the estate have been conducted by its former Chiefs, and subsequently by managers under the Court of Wards has been pleased to direct that the present settlement be renewed for a period of twenty years; and whereas you, Rajah Pran Singh, have attained your majority and assumed charge of your hereditary estate, you are hereby informed that the existing settlement of the said estate of Korea is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements and stipulations detailed in the kabulyat executed by the said Rajah Umole Singh on the 3rd day of January 1848 aforesaid.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,

Commissioner of Chota Nagpore.

No. CXC.

SANAD given to the CHIEF of KOREA, regarding HIS STATUS and POSITION, on the TRANSFER of his STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Korea in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard

thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Seo Mangal Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Raja Seo Mangal Singh Deo, son of Raja Pran Singh Deo, are hereby formally recognised as the Feudatory Chief of the Korea State, and you are permitted, as heretofore, to administer generally the territory of the said Korea State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. 4. 5. 6. 7. 8. 9. 10. 11. } These clauses are identical with the corresponding ones in the sanad granted to Chang Bhakar (*see* No. CLXXIX).

(Sd.) MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

Seal.

No. CXCI.

DEED executed by the CHIEF of NANDGAON for cession of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1891.

I, the Mahant Balram Dass, the Feudatory Chief of the Raj Nandgaon State in the District of Raipur, do in virtue of all powers and authorities, a

far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 584 acres, 2 roods and 1 pole, that is, 85 acres, 1 rood and 21 poles acquired previously and 499 acres, and 20 poles now, situate in my territories within the mouzas as per schedules appended, the same having been surveyed and demarcated for the purpose of the Nagpore and Chhattisgarh State Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinfore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. The lands are bounded as per map of the Public Works Department hereto attached, and I, the said Feudatory Chief, do further declare that this deed is in supersession of the deed executed by me on 2nd July 1883, and it includes the lands specified in the above-mentioned deed as well as other lands, etc., now mentioned for the first time in the schedules attached hereto. In witness whereof I, the said Feudatory Chief, set my hand and seal, this twelfth day of January, one thousand eight hundred and ninety-one.

Signed, sealed, and delivered.

(Sd.) RAJA BALRAM DASS,
Feudatory Chief of Raj Nandgaon.

(Sd.) RAM KRISHNA RAO,
Dewan of Raj Nandgaon.

12th January 1891.

(Sd.) J. P. GOODRIDGE,
Political Agent.

16th January 1891.

No. CXCII.

DEED executed by the SAKTI STATE for CESSION of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1890.

The Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of

Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, deposed under the Government of India's No. 1866-P., dated the 25th June 1875, in the Foreign Department, doth in virtue of all powers and authorities, so far as he can or may, by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land, comprising 217 acres, 1 rood and 1 pole, situate in territories of the Feudatory State of Sakti and in villages named below :—

District.	Pergunnah or Tahsil.	Mouzah.	Permanent, class A.	Remarks.
			R. A. P.	
Bilaspur . .	Seorinarain .	Jetha . .	36 2 28	
		Soti . .	90 3 10	
		Bellodi . .	4 1 37	
		Tewar . .	28 1 14	
		Harda . .	5 0 27	
		Karibunda .	38 0 16	
		Ditto .	0 2 29	In Raigarh District, Railway limits.
		Arjuni .	5 3 16	
		Sarjuni .	7 0 24	
		Total ...	217 1 1	

the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by the above-mentioned Ranjit Singh, Feudatory Chief of Sakti, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. The said Deputy Commissioner of Bilaspur, Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh Raj Gond, Chief of the Feudatory State of Sakti, further agrees and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the

Empress of India, her heirs, representatives and assignees. In witness whereof the said Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti, sets his hand and seal, this day of 31st October, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

Witnesses:

(Sd.) D. O. MEIKLIJOHN, *Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti.*

(Sd.) DINANATH BANERJI, *Head Clerk, Deputy Commr.'s Office, Bilaspur.*

(Sd.) K. UMAJI RAO, *Zemindary Accountant, Deputy Commr.'s Office.*

Countersigned.

(Sd.) M. M. BOWIE,

Offg. Commr., Chhattisgarh Division, Central Provinces.

The 8th November 1890.

A similar deed was executed by the Chief of Raigarh.

No. CXCIII.

TRANSLATION of a SUNNUD given to OOMR SINGH, RAJAH of SURGOOJAH.

To the Ryots, Cultivators, all the Zemindars, and inhabitants of every description of Surgoojah, know you, agreeably to the orders of the Governor-General, that Lall Oomr Sing, the son of late Lall Juggernath Sing, has been raised to the Guddie of Surgoojah, to be succeeded by his offspring. It is proper that you all consider him your firmly established Rajah, and not disregard his orders in the slightest degree. It behoves the Rajah, who has been raised to the Guddie, to use his utmost endeavours to improve the Country and Revenues, and conciliate his Ryots and Zemindars, and obey all orders of the Government servants.

Dated 15th June 1820, corresponding with the 20th of the second Jeyt 1227 Fussilly.

No. CXCIV.

KUBOOLYUT of RAJAH UMMER SING, ZEMINDAR of SIRGOOJAH, dated 15th June 1820.

Whereas by the explicit orders of His Excellency the Governor-General in Council, I, Rajah Ummer Sing, have been elevated to the "Guddee" of the Raj of Sirgoojah, I do hereby promise that I will cordially yield obedience to the British Government, and that I will never swerve from my allegiance to them. I will pay the revenue (Malgoozaree) I have stipulated for, without claiming remission on any plea whatsoever.

No. CXCV.

POTTAH given to RAJAH UMMER SING of SIRGOOJAH, dated 24th February 1825.

Whereas under sanction of the Government the whole pergunnah of Sirgoojah, with the khalsa lands and tuppahs, have been settled with Rajah Ummer Sing for five years, from 1232 to 1236 F. at an annual jumma of Sicca Rupees 3,001, including "Mal," "Sayer," "Abwab Muhmoolee," or customary dues, "Julkur and Bunkur," "Tar and Muhoowa," gardens, excepting Lakheraj lands intestate and unclaimed property, and such cesses as have been prohibited by Government, the said Rajah has agreed to pay, in the stipulated jumma without pleading bad seasons or other calamity; it becomes the said Rajah to take measures for the improvement of his estate to conciliate his Zemindars, Jaghiredars, Ryots, and all residing on his estate, and to pay his revenue (Malgoozaree) into the Government Treasury annually and punctually, according to the instalments agreed upon. He is not to plead drought or diluvion, or the absconding of his ryots. He must exert himself with a view to reclaiming waste lands, and thereby increasing his cultivation. He must not harbour thieves or highwaymen, and such like. All suspicious characters of this description he must apprehend and bring to justice. He must obey and carry out all orders received from the Officers of Government, and he must invariably and duly report all that occurs in the Pergunnah.

(Here comes specification of instalments.)

No. CXCVI.

KABOOLIAT of the MANAGER of SIRGOOJAH—1875.

I, Rajah Bindeshuri Pershad Sing Deo Bahadoor, C.S.I., Manager of the Court of Wards of Sirgoojah, the property of Maharajah Inderjeet Sing Deo Bahadoor, in Chota Nagpore, do hereby execute this kabooliat.

That whereas the estate of Sirgoojah has been open to resettlement and revision since the 24th of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ameer Sing Deo Bahadoor, on 24th of February 1825, has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged the duties as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjeet Sing Deo Bahadoor, has been pleased to direct the present settlement to be renewed for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and stipulate that I will obey and carry out the conditions and agreements detailed in the Patta given to the said Rajah Ameer Sing Deo on 24th February 1825.

RAJAH BINDESHURI PERSHAD SINGH DEO BAHADOOR, C.S.I.,

The 9th May 1875. *Manager of Sirgoojah.*

No. CXCVII.

SUNNUD given to the MANAGER of SIRGOOJAH—1876.

Whereas the estate of Sirgoojah has been open to resettlement or revision since the 24th day of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Amer Sing on the 24th day of February 1825 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the duties of the said estate have been discharged by Rajah Bindessuri Persad Sing Deo Bahadoor, C.S.I., as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjit Sing Deo Bahadoor, has been pleased to direct that the present settlement be renewed for a period of twenty years; it is now notified and declared to all concerned, that the existing settlement of the said estate of Sirgoojah is hereby renewed for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the pottah given to the said Rajah Amer Sing on the 24th day of February 1825.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,

Commissioner of Chota Nagpore.

No. CXCVIII.

SANAD given to the CHIEF of SIRGUJA, regarding HIS STATUS and POSITION, on the TRANSFER of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Sirguja in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Raghunath Saran Singh Deo Bahadur, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Maharaja Raghunath Saran Singh Deo Bahadur, son of Maharaja Indrajit Singh Deo, are hereby formally recognised as the Feudatory Chief of the Sirguja State, and you are permitted, as heretofore, to administer generally the territory of the said Sirguja State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees two thousand and five hundred, exclusive of the tribute payable through you by the Feudatory Chief of Jashpur, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. 4. 5. 6. 7. 8. 9. 10. These clauses are identical with the corresponding ones in the sanad granted to Jashpur (*see* No. CLXXXIII).

CALCUTTA;
The 23rd December 1905.

(Sd.) MINTO,
Viceroy and Governor-General of India.

Seal.

No. CXCIX.

TRANSLATION of the SUNNUD granted to RAJAH BINDESSUREE PERSHAD SING DEO, BAHADOOR, of OUDEYPORE, by the COMMISSIONER of CHOTA NAGPORE, dated 12th December 1860.

Whereas, in lieu of the loyal services rendered by you, the Pergunnah of Oudeypore has been bestowed to you by the Government, with the title of Rajah Bahadoor, and a Sword and Sunnud, with the Signature and Seal of His Excellency the Viceroy and Governor-General of India, and whereas the sum of Rupees 533-5-4 is fixed for the tribute of the said Pergunnah, and the sum of 500 rupees is paid out of the collections of the said Pergunnah to Ranee Bunkoonwaree, widow of the late Nursing Deo, Ex-Rajah of Oudeypore, as a pension, and whereas the sum of one rupee per diem is at present paid by Government to the families of Dheeraj Sing and Sewraj Sing for their support, these items are due and obligatory on you to be discharged. It is therefore necessary that you pay into Government Treasury annually by three instalments the sum of Rupees 533-5-4 on account of the tribute of the said Pergunnah, and the amount of 500 rupees on account of the pension of Ranee Bunkoonwaree during her life, and for the present a sum of one rupee per diem for the maintenance of Dheeraj and Sewraj Sing's families, and in future whatever amount may be fixed for their support, you will, without objection, pay into the Government Treasury and will continue to enjoy the Pergunnah bestowed on you and the heirs male of your body; you will remain firm in your alliance to render all such services as may be required of you by the British Government.

(Sd.) E. T. DALTON,

Commissioner of Chota Nagpore.

TRANSLATION of the AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR of OUDEYPORE, dated 12th December 1860, corresponding with the 15th Aghun 1268 Fuslee.

Whereas I, Bindessuree Pershad Sing Deo, having received through the favour of the Government the Pergunnah of Oudeypore, with the title of Rajah Bahadoor, as also a Sword with a Sunnud under the autograph of His Excellency the Viceroy and Governor-General of India; whereas the annual tribute of the said Pergunnah is fixed at Rupees 533-5-4, and whereas 500 rupees are paid out of the collections of the said Pergunnah as a pension to Ranee Bunkoonwaree, relict of the late Nursing Deo, Ex-Rajah of Oudeypore; and whereas an allowance of one rupee per diem is paid by Government to the families of Dheeraj Sing and Sewraj Sing for their maintenance, it is a

stringent and bounden duty on me to discharge myself all these items. I do therefore promise and place on record that I will pay per annum the sum of Rupees 533-5-4 by three instalments on account of the tribute, and 500 rupees as a stipendiary grant to Ranee Bunkoonwaree during her natural life; and will further pay for the present one rupee a day towards the maintenance of Dheeraj and Sewraj Sing's families, and in future I will pay without objection such amount as the Commissioner of Chota Nagpore shall be pleased to fix for their support, and will continue myself to enjoy the estate bestowed on me and the heirs, etc., and evince always my unflinching zeal and loyalty to the British Government, and be ready to render all services required of me by the British Government. Wherefore I do write these few lines by way of Agreement to be used when required.

(Sd.) BINDESSUREE PERSHAD SING DEO,
Rajah of Oudeypore.

TRANSLATION of an AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR, of OUDEYPORE, regarding the POLICE ADMINISTRATION, dated 12th December 1860, corresponding with the 15th Aghun 1268 F. S.

Whereas the Police duties of Pergunnah Oudeypore have been consigned to me by the Government, and I have of my own free will and accord taken them upon myself, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honourably; and whatever suits may be instituted for debts, etc., I will decide impartially and honestly, and will listen to all pleas that may be given. If both parties shall agree to have their dispute decided by arbitration, I will appoint arbitrators, and instruct them to adjust the suit without partiality. In the heinous criminal cases, *viz.*, dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, etc., which may be perpetrated in my jurisdiction, I will make thorough inquiries, and apprehend the offenders and impartially investigate the case. I will send reports of all such cases to the Commissioner. In cases where sentence of more than two years' imprisonment should seem to me necessary, I will submit the records after proper investigation to the Commissioner, as is customary in this Commissionership. I will transmit the monthly papers, etc., on the 5th of every succeeding month, and will not conceal any crime. I will not be guilty of any oppression or hardship on the inhabitants of the said Pergunnah. I will also keep up a vigilant watch on my Amlahs that they may not oppress the ryots. I will not impose or confine any one on account of the prohibited duties. I have no claim on the intestate property, it all belongs to Government, and whatever such property shall come into my hands I will report about it to the Commissioner. If I act contrary to the foregoing stipulations, I shall be held responsible for it, and if it is proved on me I shall submit to the orders

passed for me. Wherefore I do write these few lines in the shape of an Agreement to be used when required.

(Sd.) BINDESSUREE PERSHAD SING DEO, *Bahadoor,*
Rajah of Oudeypore.

No. CC.

KABOOLIAT of the ZEMINDAR of OODEYPORE—1875.

I, Rajah Bindeshuri Pershad Sing Deo Bahadoor, C.S.I., Zemindar of Oodeypore, in Chota Nagpore, do hereby execute this kabooliat.

That whereas my estate Oodeypore is now open to resettlement or revision; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed with me for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and bind myself by the conditions, agreements and stipulations detailed in the sunnud granted to me and in the kabooliat and the police agreement executed by me on the 12th December 1860.

RAJAH BINDESHURI PERSHAD SING DEO BAHADOOR, C.S.I.

The 9th May 1875.

No. CCI.

SUNNUD given to the CHIEF of UDAYPORE on RENEWAL of the FORMER SETTLEMENT.

Whereas your estate Udaypore is now open to resettlement or revision, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you have all along discharged your duties, has been pleased to direct that the present settlement be renewed with you for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Udaypore is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the sunnud given to you, and in the kabulyat and the police agreement executed by you on the 12th December 1860.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. CCII.

SANAD given to the CHIEF of UDAIPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION, 1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Udaipur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chandra Sikhar Prosad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

1. You, Raja Chandra Sikhar Prosad Singh Deo, son of Raja Dharamjit Singh Deo, are hereby formally recognised as the Feudatory Chief of the Udaipur State, and you are permitted, as heretofore, to administer generally the territory of the said Udaipur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees eight hundred, and this amount may be revised thereafter if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. 4. 5. 6. 7. 8. 9. 10. These clauses are identical with the corresponding ones in the sanad granted to Jashpur (*see* No. CLXXXIII).

CALCUTTA; (Sd.) MINTO,

The 23rd December 1905. *Viceroy and Governor-General of India.*

Seal.

No. CCIII.

Specimen Patent granted to Non-Feudatory Zemindars of the Chanda District.

Tenure.

1. Shall be indivisible.

2. Shall be untransferable, save to the nearest male heir; and the transfer in such case shall be subject to the approval of the Chief Commissioner.

3. Shall be held by one person, the Zemindar or Zemindarin, for the time being.

4. Shall be held on conditions of—

(i) Loyalty.

(ii) Good Police Administration.

(iii) Improvement and cultivation of estate.

Succession.

5. Subject to the provisions contained in Clause VI, the order of succession shall be as under—

On the death of the Zemindar, the estate shall devolve upon his eldest son.

In default of a son, and when adoption has not taken place, the succession should preferably devolve on the nearest male kinsman, the widow receiving a suitable maintenance.

6. In the event of the first in order of succession being, in the opinion of the local Government, unfit to carry out the conditions of Clause IV, the Zemindaree shall devolve upon the nearest heir who possesses the required qualification.

7. The Zemindar, in the case of gross misconduct, shall be liable to removal by the local Government; and if such removal be ordered, the succession shall take place as if the Zemindar removed had died.

Sharers.

8. Members of the Zemindar's family shall have a right to fitting maintenance by the Zemindar.

Management.

9. At least one qualified resident Accountant shall be maintained by the Zemindar. The Accountant previous to appointment shall be approved

by the Deputy Commissioner, and shall be liable to removal by the latter's orders for misconduct or inefficiency.

10. The rent-roll of the Zemindaree showing the receipts under each head of revenue, and the statistical papers of each village in the form prescribed for the khalsa tracts, shall be rendered annually to the Deputy Commissioner.

11. In each village the Zemindar shall appoint a head-man (Patel) as his representative.

12. In the event of dispute as to the remuneration to be paid to the head-man, such remuneration shall be deemed to be ten per cent. on the gross revenue collected in the village.

13. The forests shall be managed by the Zemindar under the rules obtaining in the Government unreserved forests.

14. No agreement for felling trees over a term of more than one year, or for the sale of more than one thousand trees of the reserved kinds, shall have effect without the written sanction of the Deputy Commissioner.

15. In the event of the Police management being defective one or more District Police posts shall be stationed in the Zemindaree, and their cost defrayed by the Zemindar.

REVENUE.

16. The revenue from—

(i) Land,	(iv) Pandhari,
(ii) Forests,	(v) Ferries,
(iii) Abkaree,	(vi) Pounds,

shall be enjoyed by the Zemindar.

(i) Teak.	(iv) Dorbeula.
(ii) Sheshum.	(v) Mowah.
(iii) Satin-wood.	(vi) Tendoo.
(vii) Char.	

17. Reserved timber, being of the kinds marginally noted, shall be charged at the discretion of the Zemindar.

18. On unreserved timber, bamboos, grass, and minor forest produce, exported from the Zemindaree, and on the grazing of cattle belonging to persons not resident in the Zemindaree, duty shall be levied at the pleasure of the Zemindar.

19. On unreserved timber, bamboos, grass, and minor forest produce cut or collected by residents in the Zemindaree for their own use, and on the grazing of cattle belonging to them, no duty shall be levied.

It shall be competent to the Zemindar to prescribe the parts of the forest where this right shall be exercised; but the places fixed shall be within a reasonable distance from the residence of the persons concerned.

20. Duty on the manufacture and sale of spirituous liquors shall be levied at the discretion of the Zemindar, but subject to the condition that

the duty be so managed as not to injure the distillery system in the khalsa tracts. Should such injury occur, the Deputy Commissioner may take such measures as may seem fit for administering the Abkaree himself; and at the order of the Chief Commissioner the tukolee may be proportionately reduced.

21. Pandhari shall be levied by the Zemindar under the rules obtaining in the khalsa tracts.

22. Ferry toll shall be levied by the Zemindar under the rules obtaining in the khalsa tract, and subject to the condition that efficient ferry boats be kept up at the places prescribed from time to time by the Deputy Commissioner.

23. Pound fees shall be levied by the Zemindar under the rules obtaining in the khalsa tract.

24. Offerings to the Zemindar at the Dusserah shall be considered purely voluntary, which it is optional to the people to give, or not to give, at their own pleasure.

25. All dues, whether in labour, kind, or cash, not entered above, must be regarded as prohibited, and their collection must be discontinued.

26. The produce of quarries and mines is the property of the Crown. Ordinarily, however, the Zemindar shall be allowed to work stone quarries and iron mines without paying a royalty.

27. The duty on the growth and sale of opium and other intoxicating drugs shall be levied as heretofore by the State, and not by the Zemindar.

28. The levy of transit duties is prohibited. But the Zemindar may, with the Deputy Commissioner's sanction, levy octroi duties in selected towns, provided the yield of such duties be in every case spent on the improvement of such towns.

SUBORDINATE RIGHTS.

29. Every Mookasdar, Muktadar, Patel, or farmer of a village, who has performed such acts with reference to the village he holds as would qualify a tenant in a khalsa village to be declared proprietor of his holding, shall be recorded as proprietor of his holding.

30. Cultivators of fields, of twelve years' occupancy and upwards, shall be recorded as tenants with right of occupancy.

31. No tenant-at-will shall be ejected unless the Zemindar has given him notice, verbally or in writing, before the 1st of April of the year in which ejectment is to take place.

32. The subjoined extracts from the tehsil wajib-ool-urz for the districts of Chanda shall be applicable to all the villages in the Zemindaree :—

(*Here will be entered such clauses of the khalsa administration paper as it may be considered expedient to adopt.*)

No. CCIV.

SANAD granted to CHHINDWARA JAGIRDARS.

Whereas the Chief Commissioner of the Central Provinces, with the sanction of His Excellency the Governor-General in Council, recognises you to be Jagirdar of the estate in the Chhindwara District of the Central Provinces, this Sanad is granted to you in virtue whereof you and your heirs and successors are entitled to hold the estate for ever subject to the conditions and provisoes herein set forth :—

1. You will pay as tribute to Government the sum of Rs. annually for the period of the settlement now made with you, subject to revision at the discretion of Government after the term of the existing settlement has expired.

2. You will enjoy the income accruing in your estate from the following sources :—

(i) Land.	(iv) Cattle Pounds.
(ii) Abkari, including opium and drugs.	(v) Unclaimed property.
(iii) Pandhri.	(vi) Sale of timber and minor Forest dues.

The income from land does not include minerals in regard to which Government reserves all rights.

The concession as regards Abkari income is subject to cancelment at any time if, owing to mismanagement or disregard of the orders issued from time to time for your guidance, your arrangements interfere with the proper enforcement of the system for managing the liquor, opium and drug duties in the adjoining khalsa jurisdiction.

Your Pandhri assessment must be in accordance with the principles and rates laid down for the khalsa, and will be subject to appeal, in all cases of individuals assessed, to the Deputy Commissioner and Commissioner for the time being.

Your system of cattle-pound management must be in keeping with the orders in force in khalsa tracts, and so also the course you follow as regards appropriating the proceeds of unclaimed property.

The dues which you realize on Forest produce of all kinds and on the grazing of cattle within the lands of your Chiefship must not exceed the rates prevailing in Government Forests, and the following kinds of timber shall not be cut except in small quantities for home use without the special sanction of the Deputy Commissioner of the district:—

Teak.	Beejasal.	Mohwa.
Sal.	Shesham.	Tendoo.
Saj.	Kowah.	Unjan.

If large quantities are cut or contracts given for the felling of large quantities of the above or other valuable descriptions of timber to the permanent detriment of your estate, then the Deputy Commissioner will have power of assuming on the part of Government the direct management of your Forests.

3. You are recognised as the sole superior proprietor in your estate, and according to custom the succession will be regulated by the rule of primogeniture. It follows that the ordinary rules of Hindu inheritance do not apply, and that no partition of shares can take place. The estate remains one and undivided, the head of the family for the time being acknowledged as Chief.

4. The estate, with the special and peculiar privileges hereby recognised cannot be transferred except with the sanction of the Chief Commissioner, and in case of dispute the ordinary succession will be subject to such sanction. Any transfer of ordinary rights ordered under a decree of the Civil Court would carry no privileges which are hereby declared to be conceded specially in favour of the hereditary Chief of the estate and are distinctly not transferable nor subject to the jurisdiction of the Civil Court. Any transfer therefore without the sanction of the Chief Commissioner and not by succession cancels this Sanad and involves a new settlement on different terms.

5. Summary removal will follow disloyalty or bad administration, and in this case the question of succession remains at the discretion of Government.

6. The relations of the Chief are according to custom entitled to maintenance either in money or land, and this custom you and your heirs and successors are required to maintain. Dispute as to the adequacy or otherwise of the maintenance allowed will be decided by the Deputy Commissioner of the district, subject to an appeal to the Commissioner of the Division and the Chief Commissioner, whose order on the matters at issue will be final.

7. You will maintain all the subordinate rights of sub-proprietorship and occupancy which have been recognised in your estate and will accept the record of those prepared by the Settlement Officer as final.

8. You are responsible for the proper Police management of your Chiefship, and any failure in this respect renders you liable for any expenditure which may be incurred in maintaining efficient police posts under the orders of the Chief Commissioner.

9. You will carry out the orders issued to you from time to time as to the reporting of crime and you will bring promptly to the notice of the Deputy Commissioner the commission of any heinous offences in your estate and use your best endeavours to trace and bring to justice the perpetrators.

10. You are exempted during the present Settlement from the payment of any Road, School or Dak cesses, but you will be required to assist the district authorities as heretofore in keeping up in fair order the public tracks which pass through your estate and in maintaining such schools as already exist.

APPENDIX.

BENGAL.

APPENDIX—*Page 175.*

THE following are the SANADS for LORD CLIVE'S JAGHEER, referred to in page 175 and the SANADS for the reversion of the JAGHEER to the COMPANY:—

1. SUNNUD for COLONEL CLIVE's Munsub.

HIS MAJESTY.

On Saturday, the 12th of Rabbi-ul-Sauni, in the fourth of the glorious and happy Reign, and the 1171st year of the Hegira, in the Ressalla of the glory of the nobility, and rank of Ameers, the shrine of grandeur and dignity, instructed both in the ways of devotion and wealth, to whom the true glory of religion and kingdoms is known; the bearer of the lance of fortitude and respect; the embroiderer of the carpet of magnificence and greatness; the support of the empire and its dependencies, to whom it is entrusted to govern and aggrandize the empire; the conductor of victory in the battles fought for the dominion of the world; the distributor of life in the councils of State, to whom the most secret recesses of the mysteries of government are discovered; the master of the arts of penetration and circumspection; the brightness of the mirror of truth and fidelity; the light of the torch of sincerity and integrity; who is admitted to, and contributes to the determinations of the royal councils; a participator of the secrets of the penetralia of friendship; who presides equally over the sword and the pen; moderator of the affairs of the earth; chief of the Khans of the most exalted rank; the pillar of the Ameers of the greatest splendour; the trust of the zealous champions of the faith; the glory of heroes in the fields of war, and the administrator of the affairs of the immoveable empire; councillor of enlightened wisdom and exalted dignity: adorned with friendship and honors, endowed with dignity and discretion; pillar of the dominions of Solomon; the distributor of glory; Buxey of the empire; Ameer of Ameers, hero of the empire; tiger of the country; Mahomed Ahmud Khan, the brave; tiger of war; the commander-in-chief of the forces, glorious by victory; the tiger of Hind, mighty in battle.

On the 25th day of Rabbi-ul Sauni, it was again carried before the high and sacred presence.

It was presented again.

And in the time of the Waka Nagarree of the least of the domestics, of the Court of Glory and Majesty Sooklaal.

This was written: The command of (above) was passed, that Colonel Clive, a European, be favored with a Munsub of the rank of 6,000, and 5,000 horse, and the title of "Flower of the empire; defender of the country; the brave; firm in war." This was entered the 10th day of Rabbi-ul-Sauni in the 4th year, according to the original Yaddasht.

Form of the signing.

To the glory of nobility and rank of Ameers, the shrine of grandeur and dignity, instructed, etc., be it entered in the Waka.

According to the account sent by the Vizier of the empire, administrator of all affairs, taken from the a account under the seal of Rampur. saud, Vakeel of the Nazim of Bengal.

After the manner of the Waka it is concluded.

6,000 rank.
5,000 horse.

Written on the day above-mentioned of the Sauni moon, of the glorious happy Reign.

The copy of this Sanad was entered in the books of the Waka Nagarree on the 14th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

Sun 1171. The Servant of Aalum Geer, the Warlike King, whose Glory is equal to that of Jum Shud, mighty in War, the Flower of the Country Chief of the Forces, the Glory of Victory, the Tiger of Hind, Mahomed Ahmud Khan, the brave Tiger of War, Buxey of the Empire, Ameer of Ameers, The Tiger of the Country Sun 4th.

Entered in the Dewan's Office on the 25th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign,

Sun 1167. The Slave of Aalum Geer, Warlike King, Sooklaal Sun the First.

The copy of this Sanad was sent to the office of the Waka Nagarree on the 14th of Rabbi-ul-Sauni, in the 5th year of His Majesty's Reign.

The Slave of Aalum Geer, the Warlike King, the Flower of the country, Brave in War, The Glory of Wealth, Zechara Khan Behauder. 4th Sun of Reign.

Entered in the Annals of the Chancery on the 19th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

2. PERWANNAH from the NABOB SHUJAH UL MULCK, HOSSAM Ô DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER, MAHABUT JUNG, to the HONORABLE PRESIDENT and COUNCIL of CALCUTTA.

BE it known to the Council of the noblest of merchants, the English Company, that whereas the glory of the nobility, Zubdut ul Mulck, Nassera Dowla, Colonel Clive, Sabat Jung Behauder, has been honored with a Munsub of the rank of six thousand and five thousand horse from the Imperial Court, and has exerted himself in conjunction with me, with the most steady attachment, and in the most strenuous manner, in the protection of the Imperial territories; in recompense thereof, the Pergunnah of Calcutta, etc., belonging to the Chuckla of Hooghly, etc., of the Circar Sautgaum, etc., dependent on the Khalsa Shereefa and Jaghire, amounting to two hundred and twenty-two thousand nine hundred and fifty-eight Sicca Rupees, and something more, conferred on the English Company by the Dewanny Sunnud, as their Zemindarry, commencing from the month Poos, in the eleven hundred and sixty-fourth year of the Bengal style. From the half of the season Reebee Sooskaneel in the 1165th year of the Bengal style, is appointed the jaghire of the glory of the nobility aforesaid: It behoves you to look upon the above person as the lawful jaghirdar of that place, and in the same manner as you formerly delivered in the due rents of the Government, according to the Kistbundee, into the treasury of the court and the jaghire, taking a receipt under the seal of the Daroga and Mushruf, and Treasurer; now in the like manner you are regularly to deliver to the aforementioned jaghirdar the rents, according to the stated payments, and receive a receipt from the aforesaid person. Be punctual in the strict execution of this writing.

Written the* 1st of Zeckaida, 6th Sun of the Reign.

(The NABOB's Mark.)

Endorsements.

	D.	H.
It has passed. *N. B.* (The ROYROYAN'S signing.)	Copied in the books of the Dewanny, the 1st of the Mohurrum, the 6th year of the Reign. *N.B.*—(Signed by the Dewanny Secretary, Peshkar or Accountant.)	Entered in the book of Huzzoor, the 1st of Mohurrum, the 6th sun of the Reign. *N. B.*—(Signed by the Nabob's Moonshee.)

3. SUNNUD from the NABOB for the reversion in perpetuity of LORD CLIVE'S JAGHIRE to the COMPANY.

Be it known to the Counsellors and Chiefs of the English Company, the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems,

* About the 13th of July 1759.

Riotts, Muzarries, and all other inhabitants of Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., in the Province of Bengal.

The sum of 2,22,958 Sicca Rupees and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Province, has been appointed from the aforesaid Pergunnahs, belonging to the Chuckla of Hooghly, etc., in the Circar of Sautgaum, etc., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed, as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of Christ (answering to the 14th of Zeckaida, of the 1177th year of the Hegira), to the 16th of May of the 1774th year of Christ (answering to the 8th of Rabbi-ul-Awul, of the 1188th year of the Hegira,) being ten years, of which one year is expired, and there are nine to come, they shall appertain as an unconditional jaghire to the high and mighty aforesaid; and after the expiration of this term they shall revert, as an unconditional jaghire and perpetual gift, to the Company; and if (which God forbid) the high and mighty aforesaid shall die within this term, they shall revert to the Company immediately upon his death. It is requisite that ye should regard the high and mighty aforesaid, during the afore-mentioned term, and after him the Company aforesaid, as unconditional jaghirdars, and regularly pay them the revenue of the aforesaid Pergunnahs.

Written the 23rd of June 1765, answering to the 3rd of Mohurrum, of the 1179th year of the Hegira.

(Signed) E. STEPHENSON,
Provisional Sec.

4. FERMAUND from the KING SHAH AALUM, confirming the reversion in perpetuity of LORD CLIVE'S JAGHIRE to the COMPANY.

Whereas, a Sunnud has been presented to us, under the seal of the Nabob Nudjum ul Dowla Behauder, to the following purport, *viz.*:—"The sum of 2,22,958 Sicca Rupees, and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hossam ô Dowlah, Meer Mahomed Jaffier Khan Behauder, has been appointed from the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., in the Province of Bengal (the Paradise of the Earth) the Zemindarry of the English Company, as an unconditional jaghire to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of the Christian style (answering to the 14th of Zeckaida of the 1177th year of the Hegira) to the expiration of ten years, they shall appertain as

an unconditional jaghire to the high and mighty aforesaid; and after the expiration of this term to revert to the Company as an unconditional jaghire; and if the high and mighty aforesaid should die within the said term, they shall revert to the Company immediately upon his death.'' And whereas the said Sunnud has met with our approbation at this happy time, therefore our royal Firmaund, indispensably requiring obedience, is issued, that, in consideration of the fidelity of the English Company, and the high and mighty aforesaid, the said jaghire stands confirmed agreeably to the aforesaid Sunnud. It is requisite that the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Muzarries, and all other inhabitants of the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., regard the high and mighty aforesaid during the before-mentioned term, and after him the Company, aforesaid, as unconditional jaghirdars, and regularly pay them the revenues of the said Pergunnahs.

Written the 24th of Sophar, in the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that whereas the sum of 2,22,958 Sicca Rupees and odd has been appointed from the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder, agreeably to the Dewanny Sunnud, and the Sunnud of the Nazim of the Province; in consideration therefore of the attachment of the high and mighty aforesaid, we have been graciously pleased to confirm to him the said Pergunnahs for the space of ten years, commencing from the 16th of May of the 1764th year of the Christian style, or 14th of Zeckaida, of the 1177th year of the Hegira; and in consideration of the attachment of the English Company, we have granted the said Pergunnahs to them, after the expiration of the aforesaid term as an unconditional jahgire and perpetual gift; and if the high and mighty aforesaid should die within this term, the said Pergunnahs are to revert immediately to the English Company.

FORT WILLIAM;
The 30th September 1765.

(A true copy.)

(Signed) ALEXAN. CAMPBELL, S.C.

INDEX.

SUBJECT.	PAGE.
A	
ABBAS KULI KHAN, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to ——	147
——, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
ABID ALI, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to ——	145
ABU TALIB, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
ABUL HASAN KHAN BAHADUR DILAWAR JANG, NAWAB MUNIR-UD-DAULA MUKHTAR-UL-MULK—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	169
ADEGAON, IN CHHINDWARA—	
Daulat Bharti, Zamindar of ——, and tribute payable by him ..	442
ADOPTION—	
Athgarh Raja granted the privilege of ——	318
Athmalik Raja ,, ,, ...	318
Bamra Chief ,, ,, ...	358
Baramba Raja ,, ,, ...	318
Bastar Raja ,, ,, ...	358
Benares Maharaj ,, ,, ...	76
Bod Raja ,, ,, ...	318
Daspalla Raja ,, ,, ...	318
Dhenkanal Raja ,, ,, ...	318
Hindol Raja ,, ,, ...	318
Karond Chief ,, ,, ...	358
Kawardha ,, ,, ...	444
Keonjhar Raja ,, ,, ...	318
Khairagarh ,, ,, ...	318
Khandpara Raja ,, ,, ...	318
Kondka or Chhuikhadan Chief ,, ...	444
Kuch Behar Maharaja ,, ...	294
Makrai Chief ,, ,, ...	444-445
Morbhanj Raja ,, ,, ...	318
Nandgaon Chief ,, ,, ...	444
Narsinghpur Raja ,, ,, ...	318
Nayagarh Raja ,, ,, ...	318
Nilgiri Raja ,, ,, ...	318
Orissa Tributary Chiefs ,, ,, ...	318
Pal Lahara Zamindar ,, ,, ...	318
Patna Chief ,, ,, ...	358
Raigarh *cum* Bargarh Chief ,, ...	444
Rairakhol Chief ,, ,, ...	358
Rampur Chief ,, ,, ...	28
Ranpur Raja ,, ,, ...	318
Sakti Chief ,, ,, ...	444
Sarangarh Chief ,, ,, ...	444
Sonpur Chief ,, ,, ...	358
Talcher Raja ,, ,, ...	318

Subject.	Page.
Adoption—*concld.*	
Tehri (Garhwal) Raja granted the right of ——	35
Tigaria granted the privilege of ——	318
Agha Buzurg, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
—— **Ghayas**, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
—— **Nasir**, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
—— **Taki**, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
Ahmad Ali, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
—— **Ali Khan Bahadur Zulfikar Jang, Nawab Munawar-ud-Daula Mukar ram-ul-Mulk**—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
—— **Bakhsh**, of Farrukhabad——	
Pension to ——	52
Akbar Ali Khan, of Oudh—	
Pension from the first Oudh Loan to ——	153
—— **Ali Khan, Mirza**, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Aklmand, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
Ali Jah, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Ali Khan Mirza, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	143
Pension from first Oudh Loan to family of ——	153
Ali, Mirza, of Oudh—	
Pension from Bahu Begam's Deposit Fund to relations of —— ..	147
Pension under the Zamanat Wasika to ——	82
Allahabad—	
British force to garrison the Fort of ——	95
British force to remain in the City of ——	91
Delhi Emperor's cession of —— to the Marathas	78
Marathas granted —— by the Emperor of Delhi	2
Oudh Wazir put in possession of the Fort of ——	78
Oudh Wazir's advance of sums for the repairs of the Fort of —— ..	120
Oudh Wazir's cession of the District of ——	124
Oudh Wazir's cession of the Fort of ——	120
Oudh Wazir's purchase of the Province of ——	95-96
Almas of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— **Kuar, Bubu**, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Almod (Almond), in Chhindwara —	
Raja Sah, Zamindar of —— and tribute payable by him	442
Amanat Wasika—	
Definition of the term ——	81
Amar Bahu, of Oudh—	
Pension from the 5th Oudh Loan to ——	166

SUBJECT.	PAGE.
AMBAGARH, IN CHANDA—	
Nilkanth Shah, Zamindar of ——, and tribute payable by him ..	439
AMBAR MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
AMBOYNA in the Eastern Seas—	
Dutch monopoly of the spice trade of ——	239-240
AMIN-UD-DAULA BAHADUR, of Oudh—	
Allowance under the 3rd Oudh Loan to ——	159
AMINA BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
AMIR KHANAM, NAWAB, of Oudh—	
Stipend under the 5th Oudh Loan to ——	166
AMIR-UN-NISA' BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
AMRIK PALABARSA, IN CHANDA —	
Nizam Shah, Zamindar of ——, and tribute payable by him	439
ANDERSON, MR.—	
Oudh to pay up arrears due to ——	110-111
ANGUL in the Tributary Mahals of Orissa—	
Account of the Chiefship of ——	298
Annexation of ——	298
British guarantee to the Raja of ——	316
Raja of —— deposed for aiding malcontents	298
Recognisance for the prevention of sati executed by the Raja of —— ..	317-318
Territorial possessions guaranteed to the Chief of ——	316
ANJUM-UN-NISA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
APPA SAHIB, RAJA OF NAGPUR —	
Deposal and death of ——	385
Nagpur Residency attacked by ——	385
Parsoji murdered by ——	384
ARGAUM —	
Battle of ——	384
ASAFABAD—	
Oudh's cession of ——	124
ASGHAR ALI KHAN, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Pension from the 1st Oudh Loan to ——	153
ASSAYE —	
Battle of ——	384
ATA-UL-LA KHAN, of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
ATHGAON —	
Nagpur Raja's cession of ——	453
ATHGARH, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	300
Administration. Chief to consult the British authority concerned in all important matters of —	320
Administration of justice entrusted to the Chief of — —	319-320
Adoption sanad conferred on the Raja of ——	318
Allegiance of the Chief of ——	314-315
Boundaries. Questions relating to — how to be settled	320
Capital sentences. Powers of the Chief as regards —	319

SUBJECT	PAGE.
ATHGARH, Tributary Mahal of Orissa—*concld.*	
Chief declared to be a feudatory of the British Government	319
Criminal administration entrusted to the Chief of——	319-320
Criminal powers of the Chief of——	319-320
Criminals to be surrendered by the Chief of ——	314, 315 & 320
Disputes of —— with other States how to be settled	320
Elephants. Right to catch—	320
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	319
Refugees to be surrendered by ——	314, 315 & 320
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	319
Sri Karan Biswanath Babarta Patnaik's succession to the Raj of ——. Date of his birth	300
Sri Karan Raghunath Babarta Patnaik, Chief of ——	300
Sati to be prevented by the Raja of ——	317-318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	319
Territorial possessions guaranteed to the Chief of ——	316
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	320
Tribute payable by the Chief of ——	300, 315 & 319
Troops. Allowances for the contingent force	314-315
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for the British—from ——	314-315
ATHMALLIK, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	300
Administration. Chief to consult the British authority concerned in all important matters of—	321
Administration of justice entrusted to the Chief of ——	321
Adoption sanad granted to the Raja of ——	318
Allegiance of the Raja of ——	337
Bibhudendra Deo Samant's succession to the Raj of ——. Date of his birth.	300
Bishambhar Deo of —— and Bod	300
Bod. —— originally treated as a tributary of —	300
Boundaries. Questions relating to — how to be settled	321
Capital sentences. Powers of the Chief as regards —	321
Chief declared to be a feudatory of the British Government	321
Criminal administration entrusted to the Chief of ——	321
Criminal powers of the Chief of ——	321
Criminals to be surrendered by the Chief of ——	321
Disputes of —— with other States how to be settled	321
Elephants. Right to catch —	321
Lochendra. Sawant of ——	300
Mahendra Deo Samant granted the personal title of "Maharaja" ..	300
Nazarana rules applicable to ——	300
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	321
Raja's engagement on renewal of the settlement of —— ..	339-340
Refugees to be surrendered by the Raja of ——	321 &337
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	321
Sati to be suppressed by the Raja of ——	317-318
Settlement of —— renewed for 20 years	300 &339

SUBJECT.	PAGE.
ATHMALLIK, Tributary Mahal of Orissa—*concld.*	
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	321
Territorial possessions guaranteed to the Raja of ——	338
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	337
Transfer of —— to tributary Mahals of Orissa	390
Transit duties not to be levied by the Chief of ——	321
Tribute payable by ——	300,321, 338-339
Troops. Allowances for the contingent force	337
Troops. Contingent force to be furnished by —	337
Troops. Supplies for British — from ——	337
AUL in the Tributary Mahals of Orissa—	
Territorial possessions guaranteed to the Chief of ——	316
AZIMGARH—	
Oudh Wazir's cession of the District of ——	124
AZIM-UL-LA KHAN, of Oudh—	
Pension from the 5th Oudh Loan to ——	167
AZIM-USH-SHAN, MIRZA, of Oudh—	
Pension from the 5th Oudh Loan to ——	166
B	
BABI SHU, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
BAHADUR ALI, MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
BAHU BEGAM, of Oudh—	
Account of the Deposit Fund of the ——	80-81
Administration of justice in the jagir of the ——	129
Amount to be expended for the erection of a mausoleum over the grave of ——	140
Asaf-ud-Daula's engagement not to interfere in the affairs of the —— ..	101
Asaf-ud-Daula's extortions from ——	78
British guarantee relating to the deed of deposit of the —— ..	148
British guarantee to Asaf-ud-Daula's observance of his engagement not to interfere in the affairs of ——	102
Darab Ali Khan to distribute stipends of the ——	140
Darab Ali Khan's engagement for the surrender of the treasure and property of the ——	143
Deed of deposit executed by the —— in favour of the Hon'ble Company ..	139
Descendants of the —— to be provided for	139
Donations to the shrines at Karbala and Najaf Ashraf	140
Estates offered to the British Government by ——	80-81
Jagirs fraudulently taken possession of by servants of the —— ..	129-130
Jagirs of the ——	101
Khas Mahal pensioners of the ——. List of —	147
Oudh Wazir's acceptance of the property belonging to the —— ..	123
Oudh Wazir's assignment of jagirs to the ——	151
Panchamrath Pargana revenues assigned for expenses of the mausoleum of the ——	140
Property. Value of the — of the late ——	81
Property willed to the British Government by ——	81
Schedule of the contents of the treasury and apartments in the palace of the ——	141

SUBJECT.	PAGE.
BAKAR ALI KHAN BAHADUR MAHABBAT JANG, NAWAB MUAZZAM-UD-DAULA RUSTAM-UL-MULK—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	169
BAKHTAWAR, MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
BALAGHAT, IN THE CENRTAL PROVINCES —	
Abkari tax to be levied by the Zamindars of ——	477
Forest tax to be levied by the Zamindars of ——	477
Management of estates of the Zamindars of ——	476
Members of families of the Zamindars of ——. Maintenance of — ..	476
Opium engagement of the Zamindars of ——	478
Pandhari tax to be levied by the Zamindars of ——	478
Patent granted to the Zamindars of ——	476
Revenues to be realised by the Zamindars of ——	477
Royalty on mines and quarries in estates of the Zamindars of ——. Arrangement regarding levy of —	478
Status of the Zamindars of ——	391
Subordinates rights in estates of the Zamindars of ——. Arrangement regarding —	478
Succession rules applicable to the Zamindars of ——	476
Tenure of the Zamindars of ——	476
Transit duties not to be levied by the Zamindars of ——	478
BALASOR in Bengal—	
Dutch possessions in —— ceded to the British Government ..	247
French jurisdiction. Two plots of land in the —— district under — ..	180
Nagpur Raja's cession of the port and district of ——	415
BALLAL, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
BALWANT SINGH, RAJA, of Benares	54
BAMRA, TRIBUTARY MAHAL OF ORISSA—	
Account of the Zamindari of ——	308,309, 390-39
Administration of justice entrusted to the Raja of —	359-360
Adoption sanad conferred on the Chief of ——	358
Capital sentences. Powers of the Chief as regards —	359-360
Chief declared to be a feudatory of the British Government	391
Chief's powers to be suspended in case of maladministration of —— ..	359-360
Civil administration entrusted to the Raja of ——	359-360
Criminal administration entrusted to the Raja of ——	359-360
Criminal powers of the Chief of ——	359-360
Criminals to be surrendered by the Chief of ——	359 &361
Feudal obligations of the Chief of ——	359-360
Judicial administration entrusted to the Raja of ——	359-360
Nagpur Raja granted the pargana of ——	418
Nagpur Raja's cession of ——	433
Nazarana rules applicable to ——	310
Police administration entrusted to the Raja of ——	359 &361
Powers exercised by the Chief of ——	359-360
Railway(s). Land ceded by —— for — purposes	310 &366
Railway(s). Jurisdiction over — lands in ——	310 &366
Sanads defining the status, powers, and position of the Chief of —— with reference to the British Government	359-360
State of —— transferred from the Central Provinces to Bengal ..	298,308, 390-391
Status of the Chief of ——	359,360 & 391
Sudhal Deo, Chief of ——, made a C.I.E.	309
Sudhal Deo created a K.C.I.E.	309

SUBJECT.	PAGE.
BAMRA, TRIBUTARY MAHAL OF ORISSA—*concld.*	
Transit duties not to be levied by the Chief of ——	360-361
Tribhuvan Deo's succession to the Raj of ——. Date of his birth ..	309
Tribute of the Chief of ——	310, 359, 360-361
Vakils' attendance on the part of the Chief of ——	360-361
BANDA ISLE in the Eastern Seas—	
Dutch monopoly of the spice trade of the ——	239-240
BANDE ALI, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
BANDHU, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
BANDI BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
BANKI in the Tributary Mahals of Orissa—	
Account of the confiscated Chiefship of ——	298
Annexation of ——	298
Raja of —— deposed for committing a murder	298
Territorial possessions guaranteed to the Chief of ——	316
BANNU SAHIBA—	
Pension from Bahu Begam's Deposit Fund to ——	144
BARAMBA, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	301
Administration. Chief to consult the British authority concerned in all important matters of —	322
Administration of justice entrusted to the Chief of ——	322
Adoption privilege granted to the Chief of ——	318
Allegiance of the Chief of ——	314-315
Bishambhar Birbar Mangraj Mahapatra, Chief of ——. Date of his birth..	301
Boundaries. Questions relating to —. How to be settled	322
British administration. Baramba placed under —	301
Capital sentences. Powers of the Chief as regards —	322
Chief declared to be a feudatory of the British Government	322
Criminal administration entrusted to the Chief of ——	322
Criminal powers of the Chief of ——	322
Criminals to be surrendered by the Chief of ——	314, 315 & 322
Disputes of —— with other States how to be settled	322
Elephants. Right to catch —	322
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	322
Refugees to be surrendered by the Chief of ——	314, 315 322
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	322
Sati to be prevented by the Chief of ——	317 & 318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	322
Territorial possessions guaranteed to the Chief of ——	316
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	322
Tribute payable by the Chief of ——	301, 315, & 322
Troops. Allowances for the contingent force	314-315
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for British — from ——	314-315

SUBJECT	PAGE.
BARANAGAR in Bengal—	
Dutch agreement for the cession of the district of —— ..	178 &235
Subsidy paid to the Dutch for the District of ——	235
BARASET in Bengal—	
French Government relinquish jurisdiction over ——	269
BARDWAN in Bengal—	
Kasim Ali Khan's sanad for the transfer of —— to the English Company..	216
Shah Alam's farman confirming the grant to the English of the Zamindari of ——	228
BAREILLY—	
Oudh's cession of the district of ——	124
BARMUL PASS—	
Daspalla Raja's engagement to protect the ——	342
BASANT, MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
BASHARAT, MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
BASHIR, MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
BASTAR, IN THE CENTRAL PROVINCES —	
Account of the Chiefship of ——	394
Administration of ——. Arrangements for the —	395
Adoption sanad conferred on the Raja of ——	444
Allegiance engagement of the Chief of ——	448
Capital sentences not to be inflicted by the Chief of ——	445-446
Capital sentences, Powers of the Chief as regards —	445-446
Chief declared to be a feudatory of the British Government	391
Chief's powers to be suspended in case of the maladministration of —— ..	446
Criminals to be surrendered by the Raja of —— ..	445, 446 & 449
Disputes. Arbitration in — of the Chief of —— ..	445, 446 & 449
Fealty bond of the Chief of ——	445-446
Foreign States. Raja's engagement not to enter into relations with —	449
Forest regulations to be maintained by the Chief of ——	446
Jagdalpur. Disturbances at — caused by oppressive acts of the Diwan..	395
Jaipur and ——. Hostilities between —	394
Kotipad. New arrangement regarding the tribute paid by the Jaipur Chief on account of —	395
Kotipad pargana ceded to Jaipur by the Raja of ——	394
Kotipad pargana claimed by ——	394
Kotipad. —— Raja granted remission of tribute of —	449
Maladministration of —— under Raja Bhairam Deo	395
Nagpur Raja's guarantee to protect ——	448
Nazarana rules applicable to ——	396
Powers exercised by the Chief of ——	392
Rudra Pratap Deo, present Chief of ——	395
Rudra Protap Deo's succession to the Raj of ——. Date of his birth ..	395
Status of the Chief of ——	391, 445 & 446
Traders to be protected by the Chief of ——	449
Transit duties not to be levied by the Chief of ——	445 &446
Tribute payable by the Chief of ——	392, 395, 396, 438, 445, 446 & 449
Vakil's attendance on the part of the Raja of —— ..	446 &449

SUBJECT.	PAGE.
BATKAGARH, IN CHHINDWARA —	
Kesho Rao, Zamindar of —— and tribute payable by him	442
BATTAM ISLE in the Eastern Seas—	
British settlement not to be formed in the ——	241
BEGAM SAHIB, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
BEGAM SAHIBA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
BEHAR—	
French settlements in ——. Jafar Ali Khan's agreement to prevent — ..	186
Jafar Ali Khan's sanad to the English Company for the privileges of trade in ——	187
Kasim Ali Khan's assumption of the Niabat of the Subadari of —— ..	215
Shah Alam's farman granting the English the Diwani of —— ..	225
Siraj-ud-Daula's dastak for the English Company's trade in —— ..	183
BELLIGARH, IN CHHATTISGARH —	
Maharaj Singh, Zamindar of —— and tribute payable by him ..	438
BENARES, UNITED PROVINCES—	
Account of the zamindari of ——	54
Administration (judicial and revenue) of the —— province	55 & 72
Administration of Civil and Criminal Justice entrusted to Chait Singh ..	59
Adoption sanad granted to the Raja of ——	76
Agreement with Mahip Narayan for the better administration of the district of ——	72
Allowance to Mahip Narayan from the revenues of —— ..	73
Balwant Singh continued in the zamindari of ——	90
Bengal Regulation VII of 1828 passed and applied to the family domains of the Raja of ——	55
Bird, Mr. W. W., appointed Commissioner for enquiring into grievances in the family domains of the Raja of ——.	55
British guarantee to Nawab Wazir's Sanad to Chait Singh of —— ..	58
British Laws and Regulations introduced in the administration of the district of ——	72
Chait Singh. British Government's sanad to — for the zamindari of ——	59
Chait Singh. Oudh Wazir's grant of the zamindari of —— to — ..	57
Chait Singh. Pottah granted to —	60
Chait Singh's agreement for the payment of tribute	62
Chait Singh's agreement for the zamindari conferred upon him ..	61
Chait Singh's agreement relating to the duties at ——	62
Chait Singh's succession to the Raj of ——	54
Coinage of money at ——. Chait Singh allowed the privilege of — ..	59
Courts to be established for the administration of Civil and Criminal Justice in ——	72
Family Domains exempt from the operations of Act XVIII of 1871 ..	56
Family Domains. Management of the —	56
Family Domains. Parganas comprising the —	56
Family Domains. Powers of the Raja and of his courts in the — ..	56
Family Domains. Raja empowered to levy a local rate from his tenants in the —	56
Family Domains. Relations of the Raja with the Government of India in respect of his —	56
Family Domains. Settlement operations in the —	56
Hindu College to be maintained from the revenues of —— ..	73
Ishwari Prasad Narayan Singh. Appointment of — a C.S.I. ..	56
Ishwari Prasad Narayan Singh. Succession of — to the Raj of —— ..	55 & 75
Mahip Narayan granted the zamindari of ——	63
Mahip Narayan. Sanad granted to — for the zamindari of ——, Ghazipur and Chunar	68

SUBJECT.	PAGE.
BENARES, UNITED PROVINCES—*concld.*	
Mahip Narayan's accession to the Raj of ——	55
Mahip Narayan's agreement for the payment of tribute	65
Mahip Narayan's agreement for the zamindari of ——	65
Mahip Narayan's paper of requests	67
Mansa Ram, the founder of the family of ——	54
Mint at —— permitted to coin money	59
Oudh granted the territories rented by Balwant Singh of —— ..	90
Oudh Nawab Wazir's sanad conferring on Chait Singh the zamindari of ——	57
Oudh's cession of the district of ——	98
Patwaris Act. Exemption of the Family Domains from the operation of the —	56
Prabhu Narayan Singh created a G.C.I.E.	56
Prabhu Narayan Singh. Succession of — to the Raj of —— ..	56
Revenues (surplus) to be appropriated in the administration and improvement of the district of ——	73
Salute enjoyed by the Raja of ——	56
Sanad granted to Chait Singh for the zamindari of —— ..	59
Sanad granted to Mahip Narayan for the zamindari of —— ..	63
Tax on strangers abolished in ——	67
Title of "Highness." Maharaja Prabhu Narayan Singh permitted to be addressed by the —	56
Title of "Maharaja Bahadur" conferred on Raja Prabhu Narayan Singh, as a personal distinction	56
Tribute. Chait Singh's arrears of — to be paid by Mahip Narayan ..	66
Tribute. Mahip Narayan's agreement for the payment of — ..	65
Tribute. Particulars of — payable by Chait Singh	58 & 61
Tribute payable to the Nawab Wazir of Oudh by Chait Singh of —— ..	57
Tribute to be paid by Chait Singh of ——	55, 59, 62 & 69
Troops. British — for the protection of ——	68
Udit Narayan Singh's succession to the Raj of ——	55 & 74
BENARES MINT—	
Oudh's transfer of the —— to the British Government	89
BENARES-PENSIONS—	
Oudh's cession of territory in commutation of ——	124
BENGAL—	
Clive's (Colonel) agreement, offensive and defensive, with Siraj-ud-Daula	185
Coinage. Company's — to be current in ——	219 &224
Compensation to the Hon'ble Company for losses sustained from war and stoppage of trade	219
Complaints against talukdars and rayats of the Sarkar. Mode of attending to —	221
Dutch agreement confirmed by Jafar Ali Khan	219
Europeans. Employment of — prohibited under the Subadars of —— ..	225
French settlement in ——. Jafar Ali Khan's agreement to prevent — ..	186
Jafar Ali Khan's agreement for the deposition of Siraj-ud-Daula ..	174 &185
Jafar Ali Khan's agreement for the payment of the army operating against the Nawab Wazir	221
Jafar Ali Khan's agreement with the Hon'ble Company on his restoration to the Subadari of ——	217
Jafar Ali Khan's deposal from the Subadari of ——. Kasim Ali Khan's agreement regarding —	214
Jafar Ali Khan's sanad to the English Company for privileges of trade in —	187
Kasim Ali Khan's agreement regarding Jafar Ali Khan's deposal from the Subadari of ——	214
Kasim Ali Khan's agreement regarding the prohibition against the Company's tenants settling in Sarkar lands	216

SUBJECT.	PAGE.
BENGAL—*concld.*	
Kasim Ali Khan's assumption of the Niabat of the Subadari of —— ..	215
Kuch Behar annexed to ——	292-
Madhoji's despatch of a force for the invasion of ——	383
Military defence of —— assumed by the Hon'ble Company ..	222
Mubarak-ud-Daula's agreement on his accession to the Subadari of —— ..	232
Muhammad Reza Khan appointed Naib Suba of ——	223
Najm-ud-Daula's agreement accepting an annual sum for the support of the Nizamat	229
Najm-ud-Daula's agreement for the payment of the expenses of the army operating against the Nawab Wazir	223-224
Najm-ud-Daula's agreement on his accession to the Subadari of ——, Behar and Orissa	222
Najm-ud-Daula's confirmation and ratification of the former treaties relating to the Nizamat	223
Najm-ud-Daula's privileges of trade of the English Company. Confirmation of the —	224
Opium Conventions between Great Britain and France	179,180, 255,278, 279 &283
Peshkash payment to the Imperial Sarkar	196
Privileges of trade of the English Company in —— confirmed by Jafar Ali Khan	218
Revenue Collector's appointment and dismissal to have the consent of the English Governor and Council	223
Revenues of the parganas ceded to the English Company ..	192
Saif-ud-Daula's agreement on his accession to the Subadari of —— ..	230
Salt. Conventions between Great Britain and France	179,180, 255,261, 263 &265
Salt duty to be paid by the English Company	218
Saltpetre. Convention between Great Britain and France relating to the supply of — to the French establishments in India	179
Shah Alam's farman granting the English the Diwani of —— ..	225
Siraj-ud-Daula. Jafar Ali Khan's agreement for the deposition of — ..	174 &185
Siraj-ud-Daula's agreement with the English Company	181
Siraj-ud-Daula's dastak for the English Company's trade in —— ..	183
States of Bamra, Kalahandi (or Karound), Patna, Rairakhol, and Sonpur, and the Barasambar zamindari transferred from the Central Provinces to——	298,308, 390 &391
States of Chang Bhakar, Jashpur, Korea, Sarguja, and Udaipur transferred from —— to the Central Provinces	367&393
Sylhet lime monopoly for three years granted by Kasim Ali Khan to the English Company	215
Trade. Jafar Ali Khan's sanad to the English Company for privileges of — in ——	187 &218
Trade. Najm-ud-Daula's privileges of — of the English Company ..	224
Trade. Siraj-ud-Daula's dastak for the Company's — in —— ..	183
Troops. Jafar Ali Khan's agreement for the payment of the — operating against the Nawab Wazir	221
Troops. Madhoji's despatch of — for the invasion of ——	383
Troops. Military defence of —— assumed by the Hon'ble Company ..	222
Troops. Najm-ud-Daula's agreement for the payment of the — operating against the Nawab Wazir	223-224
(*See also* Murshidabad.)	
BERAR(S)—	
Nagpur Raja's engagement to cede the ——	424

Subject.	Page.
Betul, in the Central Provinces —	
Nagpur Raja's cession of the district of ——	432
Bhardagarh, in Chhindwara —	
Chiman Shah, Zamindar of ——, and tribute payable by him ..	442
Bhatgaon, in Chhattisgarh —	
Gajraj Singh, Zamindar of ——, and tribute payable by him ..	438
Bhawani Singh, Raja, of Garhwal	32
Bhushan Ali Muazzin, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
Bijaipur Bahdur—	
Oudh's cession of ——	98
Billiton Isle in the Eastern Seas—	
Dutch occupation of ——	241
Bindranawagarh, in the Central Provinces —	
Administration of justice entrusted to the Chief of ——	443
Civil administration entrusted to the Chief of ——	443
Criminal administration entrusted to the Chief of ——	443
Criminal powers of the Chief of	390 &443
Judicial administration entrusted to the Chief of ——	443
Police administration entrusted to the Chief of ——	443
Revenue engagement entrusted to the Chief of ——	443
Bintang Isle in the Eastern Seas—	
British settlement not to be formed on the ——	241
Bishanpur in the Tributary Mahals of Orissa —	
Territorial possessions guaranteed to the Zamindar of —— ..	316
Bod, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	301
Administration. Chief to consult the British authority concerned in all important matters of —	323
Administration of justice entrusted to the Chief of ——	323 &340
Adoption sanad granted to the Raja of ——	318
Allegiance of the Raja of ——	337
Bishambhar Deo, Raja of —— and Athmallik	301
Boundaries. Questions relating to — how to be settled	323
Capital sentences. Powers of the Chief as regards —	323 &340
Chandra Sikhar Deo, Raja of ——	301
Chief declared to be a feudatory of the British Government	323
Criminal administration entrusted to the Chief of ——	323 &340
Criminal powers of the Chief of ——	323 &340
Criminals to be surrendered by the Chief of ——	323
Disputes of —— with other States how to be settled	323
Elephants. Right to catch —	323
Jogendra Deo's succession to the Raja of ——. Date of his birth ..	301
Khandmals (The) removed from the jurisdiction of the Raja of —— ..	301
Nazarana rules applicable to ——	301
Pitambar Deo, Raja of ——	301
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	323
Raja's engagement on renewal of settlement of ——	341
Refugees to be surrendered by ——	323 &337
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	323
Sati to be prevented by the Raja in ——	317-318
Settlement of —— renewed for 20 years	301 &341
Succession to —— shall not be valid until it has been recognised by the Governor-General in Council	323

SUBJECT.	PAGE.
BOD, Tributary Mahal of Orissa—*concld.*	
Territorial possessions guaranteed to the Raja of ——	338
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	337
Transfer of —— to the Tributary Mahals of Orissa	390
Transit duties not to be levied by the Chief of ——	323
Tributes paid by the Chief of ——	301,323, 340-341
Troops. Allowances for the contingent force	337
Troops. Contingent force to be furnished by——	337
Troops. Supplies for British — from ——	337
BONAI, Tributary Mahal of Orissa—	
Account of the petty Chiefship of ——	307
Administration. Chief to consult the British authority concerned in all important matters of —	353 &356
Administration of —— controlled by the British Government ..	308
Administration of justice entrusted to the Chief of ——	353 &355
Boundaries. Questions relating to — how to be settled	353 &356
Chief declared to be a feudatory of the British Government	352 &355
Criminals to be surrendered by the Chief of ——	353 &356
Disputes of —— with other States how to be settled	353 &356
Elephants. Right to catch —	353 &356
Indra Deo, Chief of ——	308
Judicial powers of British Courts in respect of criminal cases arising in ——	308
Judicial powers of the Chief of ——	307
Nazarana rules applicable to ——	308
Refugees to be surrendered by the Chief of ——	353 &356
Sanads defining the status, powers, and position of the Chief of —— with reference to the British Government	352 &355
Settlement renewed with the zamindar of ——	307 &351
State of —— does not form a part of British India	307
State of —— transferred to the charge of the Commissioner of Chota Nagpur	307
State of —— transferred to the charge of the Commissioner of Orissa ..	298 &367
Succession to —— shall not be valid until it has been recognised by the British Government	352 &355
Transit duties not to be levied by the Chief of ——	353 &356
Tribute payable by the Chief of ——	308,353 & 355
BONI (BORI)—	
Nagpur Raja's cession of ——	433
Pargana restored to the Nagpur Raja	418
BORASAMBAR, IN BENGAL —	
Cession of —— by the Raja of Nagpur	433
Restoration of —— to the Raja of Nagpur	418
Zamindari of ——	390
BRITISH PORTS—	
Duties payable by Dutch vessels trading in ——	238
BRITISH TERRITORY—	
Alienation of ——. Objections to the —	82
BURDEN, Mr. H. O. —	
Appointment of — as tutor to the Nawab of Rampur	4
BURHANPUR —	
Sindhia's cession of ——	386
BUTWAL PARGANA—	
Oudh's cession of ——	124

SUBJECT.	PAGE.
C	
CALCUTTA—	
Compensation to inhabitants of —— for plunder of their property ..	186
Jafar Ali Khan's agreement ceding —— and its environs to the English Company	186
Sanad for the Zamindari of —— granted to the English Company ..	190
Sanad granted to the Hon'ble East India Company for the free tenure of the town of ——	196
Siraj-ud-Daula's agreement permitting the English Company to fortify ——	182
Siraj-ud-Daula's agreement with the English Company for the restoration of their factory at ——	181
CANTAPORICOUR (Kantapokhar) in Bengal—	
French Government relinquish jurisdiction over ——	269
CAPITAL SENTENCES —	
Athgarh. Powers of the Chief as regards ——	319
Athmallik. Powers of the Chief as regards ——	321
Bamra Chief's powers regarding ——	359-360
Baramba. Powers of the Chief as regards ——	322
Bastar Chief's engagement not to inflict ——	445-446
Bod. Powers of the Chief as regards ——	323 &340
Chhattisgarh Zamindar's engagement not to inflict ——	438
Chhindwara Zamindar's engagement not to inflict ——	388
Daspalla. Powers of the Chief as regards ——	324
Dhenkanal. Powers of the Chief as regards ——	325
Garhjat Chief's powers as regards ——	445
Hindol. Powers of the Chief as regards ——	326
Kanker Chief's powers regarding ——	445-446
Karond Chief's powers regarding ——	359 &362
Kawardha Chief's powers regarding ——	445-446
Keonjhar. Powers of the Chief as regards ——	327 &346
Khairagarh Chief's powers regarding ——	445
Khandpara. Powers of the Chief as regards ——	328
Kondka Chief's powers regarding ——	445-446
Morbhanj. Powers of the Chief as regards ——	329
Nandgaon. Chief's powers regarding ——	438, 445 & 446
Narsinghpur. Powers of the Chief as regards ——	330
Nayagarh. Powers of the Chief as regards ——	331
Nilgiri. Powers of the Chief as regards ——	332
Pal Lahara. Powers of the Chief as regards ——	333 & 350
Patna Chief's powers regarding ——	359 & 363
Raigarh *cum* Bargarh Chief powers regarding —— ..	445,446 & 447
Rairakhol Chief's powers regarding ——	359 & 364
Ranpur. Powers of the Chief as regards ——	334
Sakti Chief's powers regarding ——	445-446
Sarangarh Chief's powers regarding ——	445-446
Sonpur Chief's powers regarding ——	359 &365
Talcher. Powers of the Chief as regards ——	335
Tigaria. Powers of the Chief as regards ——	336
CARIMON ISLES in the Eastern Seas—	
British settlement not to be formed on ——	241
CAWNPORE—	
British troops to be maintained at ——	107
British troops to be withdrawn from —— if necessary	120

SUBJECT.	PAGE.
CENTRAL PROVINCES—	
Accounts of the Chiefships and Zamindaris in the —— ..	387, 391 & 407
Account of the feudatory States in the ——	391
Accounts of the zamindaris in the ——	387 &407
Adoption sanads granted to the feudatory Chiefs	391 &444
Chanda Zamindaris. Account of the —	387 &407
Chhattisgarh Zamindaris. Account of the —	387 &407
Chhindwara Zamindaris. Account of the —	387, 388 & 407
Chief Commissionership of the ——. Formation of the —	386
Chiefs (Certain) declared to be feudatories	391
Chiefs subject to the political control of the Chief Commissioner, —— ..	392
Chiefships. Account of the — and zamindaries in the ——	387 &391
Extradition. Powers of the Political Agent in the matter of — ..	393
Fealty bonds tendered by the feudatory Chiefs	391 &445
Feudatory Chiefs. British jurisdiction not extended over the — of the ——	392
Feudatory States. Account of the — in the ——	391
Feudatory States of the —— placed under a Political Agent ..	393
Garhjat Chiefships. Account of the —	389
Judicial powers of Zamindars of the —— restricted	390
Nagpur ruling family. Account of the —	383
Nimar Agency placed under ——	386
Patna Chiefship. Account of the —	389
Political Agent for the Chhattisgarh Feudatories. Powers of the — ..	393
Powers exercised by the Chiefs of the ——	392
Sambalpur Chiefship. Account of the —	389
Saugor and Nerbudda Chiefships. Account of the —	389
States included in the ——	390-391
States of Bamra, Kalahandi (or Karound), Patna, Rairakhol, and Sonpur and the Bara Sambar Zamindari transferred from the —— to Bengal	298, 308, 390-391
States of Chang Bhakar, Jashpur, Korea, Sarguja and Udaipur transferred from Bengal to the ——	367 &393
Status of Chiefs of the ——	391
Tribute payable by the feudatory Chiefs	392, 359 & 447
Zamindaries. Account of the non-feudatory —	387 &407
Zamindars. Judicial powers of the —	390
Zamindars. List of non-feudatory — of the ——	409
Zamindars. Status of the —	391
Zamindars. Status of the non-feudatory —	391
CEYLON—	
Privileges of trade to British and Dutch subjects in —— ..	237
CHAIT SINGH, RAJA, of Benares .. .. (*See also* "Benares.")	54-55
CHAMPA (CHAPPA), in Chhattisgarh —	
Bishwanath Singh, the Zamindar of —— and tribute payable by him	438
CHANDA, in the Central Provinces—	
Abkari tax to be levied by non-feudatory Zamindars of —— ..	476
Account of the Zamindaris of ——	387 & 407
Forest tax to be levied by non-feudatory Zamindars of —— ..	477
Management of estates of non-feudatory Zamindars of —— .	476
Members of families of non-feudatory Zamindars of ——. Maintenance of —	476
Nagpur Raja's guarantee to the engagement concluded with the Zamindars of ——	389
Names of Zamindars of ——	439

SUBJECT.	PAGE.
CHANDA, in the Central Provinces—*concld.*	
Non-feudatory Zamindars of ——. List of —	411
Opium. Non-feudatory Zamindars engagement relating to — ..	478
Pandhari tax to be levied by non-feudatory Zamindars of — ..	478
Patent granted to non-feudatory Zamindars of —— ..	476
Restitution of stolen property. Zamindars engagement regarding —	439
Revenues to be realised by non-feudatory Zamindars of —— ..	477
Robbers. Zamindars engagement regarding pursuit of — ..	439
Royalty on mines and quarries in Estates of non-feudatory Zamindars of ——. Agreement regarding —	478
Service to be rendered by the Zamindars of ——	439
Specimen engagement of the Zamindars of ——	439
Status of non-feudatory Zamindars of ——	391
Subordinate rights in Estates of non-feudatory Zamindars of ——. Arrangement regarding —	478
Succession rules relating to non-feudatory Zamindars of —— ..	476
Tenure of the non-feudatory Zamindars of ——	476
Transit duties not to be levied by the non-feudatory Zamindars of ——	478
Tribute payable by Zamindars of ——	439
CHANDARNAGAR—	
Boundaries of ——	268
Compensation to the Governor of —— in lieu of the supply of salt ..	266
English gentlemen not to exercise any authority in —— ..	221
Salt-smuggling to be prevented by the French authorities at —— ..	266
Salt to be sold to the inhabitants of ——	265
CHANG BHAKAR, a Feudatory State in the Central Provinces—	
Account of the Zamindari of ——	396
Administration. Chief to consult the British authority concerned in all important matters of —	453 &455
Administration of justice entrusted to the Chief of ——	453 &455
Alienation of land by the Zamindar prohibited in ——	450-451
Bhaya Mahabir Singh Deo's succession to the Raj of ——. Date of his birth	396
Boundaries. Questions relating to — how to be settled	454 &456
Balbhadra Singh, the Chief of ——	396
Chief declared to be a feudatory of the British Government	452 &455
Chief of —— has no right to the minerals in his State	454 &456
Coal mines reserved to the British Government in —— ..	450-451
Criminal administration entrusted to the Zamindar of —— ..	450-451
Criminal returns to be furnished monthly by the Zamindar of —— ..	450-451
Criminals not to be harboured in the Zamindari of —— ..	450-451
Criminals to be surrendered by the Chief of ——	453&455
Diamond mines reserved by the British Government in —— ..	450-451
Disputes of —— with other States how to be settled	453 &456
Duties prohibited to be levied in the Zamindari of ——	450-451
Elephants. Right to catch —	454 &456
Gold mines reserved to the British Government in ——	450-451
Korea. —— originally a feudal dependency of —	396
Mineral rights reserved to the British Government in —— ..	450-451
Mines reserved to the British Government in ——	450-451
Nazarana rules applicable to ——	396
Police administration in ——	450-451
Police duties to be performed by the Zamindar of ——	450-451
Refugees to be surrendered by the Chief of ——	453 &455
Revenue. Amount of — to be paid by the Zamindars of —— ..	450-451
Revenue. Zamindar's engagement to pay his —	450-451
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	452 &454

SUBJECT.	PAGE.
CHANG BHAKAR, a Feudatory State in the Central Provinces—*concld.*	
Settlement concluded with the Zamindar of ——	450-451
Settlement renewed with the Zamindar of ——	452
Silver mines reserved to the British Government in —— ..	450-451
State of —— transferred from Bengal to the Central Provinces ..	367 &393
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	453 &455
Tax not to be levied by the Zamindar of ——	450-451
Traders to be protected by the Zamindar of ——	450-451
Transit duties not to be levied by the Chief of ——	453 &455
Tribute payable by the Chief of ——	396, 453 & 455
CHAURAGARH—	
Nagpur Raja's cession of the district of ——	432
CHHATTISGARH, in the Central Provinces —	
Akbari tax to be levied by non-feudatory Zamindars of —— ..	476
Account of the Zamindaris of ——	387 &407
Aggressions not to be committed by the Zamindars of ——	438
Capital sentences not to be inflicted by the Zamindars of —— ..	438
Criminals to be surrendered by the Zamindars of ——	437
Disputes. Arbitration in — of the Zamindars of ——	438
Engagement of the Zamindars of ——	437
Estate of deceased subjects. Disposal of —	438
Forest tax to be levied by non-feudatory Zamindars of —— ..	477
Management of estates of non-feudatory Zamindars of ——	476
Members of families of non-feudatory Zamindars of ——. Maintenance of —	476
Nagpur Raja's guarantee to the engagement concluded with the Zamindars of ——	389
Names of Zamindars of ——	438
Pandhari tax to be levied by non-feudatory Zamindars of —— ..	478
Patent granted to non-feudatory Zamindars of ——	476
Restitution of stolen property. Zamindars responsible for — ..	437
Revenues to be realised by non-feudatory Zamindars of —— ..	477
Royalty on mines and quarries on estates of non-feudatory Zamindars of ——. Arrangement regarding levy of — ..	478
States of Bamra, Kalahandi (or Karound), Patna, Rairakhal, and Sonpur, and the Bara Sambar Zamindari transferred from the Commissionership of —— to Bengal	298,308 390 &391
States of Chang Bhakar, Jashpur, Korea, Sarguja, and Udaipur transferred from Bengal to the Commissionership of ——	367 &393
Status of non-feudatory Zamindars of ——	391
Subordinate rights in estates of non-feudatory Zamindars of——. Arrangement regarding —	478
Succession rules applicable to non-feudatory Zamindars of —— ..	476
Tenure of non-feudatory Zamindars of ——	476
Transit duties not to be levied by the non-feudatory Zamindars of —— ..	478
Transit duties not to be levied by the Zamindars of ——	437
Travellers and merchants to be protected by the Zamindars of —— ..	437
Tribute payable by the Zamindars of ——	438
Tribute to be paid by the Zamindars of ——	437
CHHINDWARA, in the Central Provinces—	
Account of the Zamindars of ——	387, 388 & 407
Aggressions not to be committed by the Zamindars of —— ..	388
Capital sentences not to be inflicted by Zamindars of —— ..	388
Criminals to be surrendered by Zamindars of ——	88

SUBJECT.	PAGE.
CHHINDWARA, in the Central Provinces—*concld.*	
Disposal of widows by Zamindars of ——	388
Estates of deceased subjects. Arrangement regarding disposal of —..	388
Fines to be levied according to custom by the Zamindars of —— ..	388
Maratha policy towards Zamindars of ——	388
Nagpur Raja's guarantee to the engagement concluded with the Zamindars of ——	389
Nagpur Raja's sanad granted to the Zamindars of ——	440
Names of Zamindars of ——	442
Non-feudatory Zamindars of ——. List of —	413
Restitution of stolen property. Zamindars responsible for — ..	388
Revenue payments of the Zamindars of ——	388
Specimen engagement of the Zamindars of ——	388
Transit duties not to be levied by the Zamindars of —— ..	388
Travellers and beparis to be protected by Zamindars of —— ..	388
Tribute payable by the Zamindars of ——	442
(*See* "Deogarh.")	
CHHUIKHADAN, in the Central Provinces—	
(*See* "Kondka.")	
CHHURI (CHURI), in Chhattisgarh—	
Prithi Singh, the Zamindar of —— and tribute payable by him ..	438
CHINSURA—	
Dutch agreement on the restoration of ——	233
Dutch cession of —— to the British Government	243
CHIRRAPUNJI in the Khasi Hills—	
(*See* "Sohrah.")	
CHITTAGONG—	
Husain Ali Khan's sanad for the transfer of —— to the English Company	217
Shah Alam's farman confirming the grant of the Zamindari of —— to the English	228
CHOHAR (JAUHAR?), MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	141
CHOTA KASRAWAD, in Malwa—	
Transfer of —— to Holkar	387
CHOTA NAGPUR—	
Account of the Tributary Mahals of ——	367
Chiefships, past and present, of ——	367
Criminal cases arising in States of ——. Powers of British Courts in respect of —	368 &394
Designation of the Agency changed	367
Judicial powers of the Chiefs of ——	367, 368 & 393
Political Agent. Office of — held by the Commissioner of —— ..	368
States of Chang Bhakar, Jashpur, Korea, Sarguja, and Udaipur transferred from the Commissionership of —— to the Central Provinces	367 &393
States of —— do not form part of British India	368 &394
CHUNAR—	
Mahip Narayan. Sanad granted to — for the Zamindari of Benares, Ghazipur, and ——	68
Oudh's cession of the Sircar of ——	98
——, FORT OF—	
Oudh's agreement for the cession and garrisoning of the —— ..	94
CIVIL COURTS—	
Oudh ex-King exempted from the jurisdiction of the —— ..	88

SUBJECT.	PAGE.
CLIVE, LORD—	
Agreement of offensive and defensive alliance concluded by —— with Siraj-ud-Daula	185
——'s JAGIR—	
Jafar Ali Khan's parwana regarding ——	App. I
Mansab of the Imperial Court for ——	App. I
Nawab's sanad for the reversion to the Company of —— ..	App. I
Shah Alam's farman confirming the reversion to the Company of —— ..	App. I
COAL MINES—	
Chang Bhakar Zamindar's rights to —— disallowed	450-451
Korea Zamindar's rights to —— disallowed	450
COINAGE—	
Jafar Ali Khan's parwana conceding to the English the privileges of ——	188
Siraj-ud-Daula's agreement conceding to the English Company the privileges of ——	182
Siraj-ud-Daula's parwana conceding to the English Company the privileges of ——	184
COLVIN, CAPTAIN—	
Appointment of —— as Governor to the Nawab of Rampur ..	4
COMMERCE—	
Treaty of —— with Oudh	112
CORAH— (*See* " Kora ").	
COUNCIL(S) OF REGENCY—	
Rampur. Appointment of a —— at — during minority of Hamid Ali Khan	4
Tehri (Garhwal). Appointment of a —— at — during minority of Raja Kirti Sah	32
—— OF STATE—	
Rampur. Appointment of a —— at — during the administration of Nawab Mushtak Ali Khan	4
CRIMINALS—	
Athgarh Raja's engagement to surrender ——	314, 315 & 320
Athmallik. —— to be surrendered by the Chief of — ..	321
Bamra Chief's engagement to surrender ——	359-360
Baramba. —— to be surrendered by the Chief of — ..	322
Bod. —— to be surrendered by the Chief of — .. .	323
Bastar Raja's engagement to surrender ——	445, 446 & 449
Bonai. —— to be surrendered by the Chief of — .. .	353 &356
Chang Bhakar Zamindar's engagement not to afford an asylum to —— ..	450, 451, 453 & 455
Chhattisgarh Zamindar's engagement to surrender ——	437
Chhindwara Zamindar's engagement to surrender —— .. .	388
Daspalla Raja's engagement to surrender ——	324 &342
Dhenkanal Raja's engagement to surrender ——	314, 315, & 325
Gangpur. —— to be surrendered by the Chief of — ..	354 &357
Garhgat Chief's engagement to surrender ——	445
Hindol Raja's engagement to surrender ——	314, 315, & 326
Jashpur. —— to be surrendered by the Chief of — ..	454 &459
Kanker Chief's engagement to surrender ——	445-446
Karond Chief's engagement to surrender ——	359 &362
Kausilaposi Manki's engagement to surrender ——	382
Kawardha Chief's engagement to surrender ——	445-446

Subject	Page
Criminals—*concld.*	
Keunjhar Raja's engagement for the surrender of —— ..	327, 344 & 346
Khairagarh Chief's engagement to surrender ——	445
Khandpara Raja's engagement to surrender —— ..	314, 315 & 328
Kharsawan. —— to be surrendered by the Chief of — ..	380
Kondka (or Chhuikhadan) Chief's engagement to surrender —— ..	445&446
Korea Zamindar's engagement not to afford an asylum to ——	450, 454 & 465
Morbhanj Chief's engagement to surrender ——	329 &348
Nandgaon Chief's engagement to surrender ——	445-446
Narsinghpur Raja's engagement to surrender —— ..	314,315 & 330
Nayagarh Raja's engagement to surrender —— ..	314, 315 & 331
Nilgiri Raja's engagement to surrender —— ..	314, 315, 332 & 349
Pal Lahara. —— to be surrendered by the Chief of — ..	333 &350
Patna Chief's engagement to surrender ——	359 &363
Raigarh *cum* Bargarh Chief's engagement to surrender ——	445, 446 & 447
Rairakhol Chief's engagement to surrender ——	359 &364
Ranpur Raja's engagement to surrender —— ..	314, 315, & 334
Sakti Chief's engagement to surrender ——	445-446
Saraikala. —— to be surrendered by the Chief of — ..	378
Sarangarh Chief's engagement to surrender ——	445-446
Sarguja. —— to be surrendered by the Chief of —	454 &471
Sonpur Chief's engagement to surrender ——	359 &365
Talcher Raja's engagement to surrender —— ..	314, 315 & 335
Tigaria Raja's engagement to surrender —— ..	314, 315 & 336
Udaipur. —— to be surrendered by the Chief of — ..	454&475
Criminal Courts—	
Oudh King, Wajid Ali Shah, exempted from jurisdiction of —— ..	88
Customs Privileges—	
Jafar Ali Khan's sanad for the English Company's —— in Bengal, Behar and Orissa	187
Siraj-ud-Daula's agreement restoring to the English Company their —— ..	181
Siraj-ud-Daula's dastak for the English Company's —— in Bengal, Behar and Orissa	183
Cuttack, in Bengal—	
Nagpur Raja's cession of the Province of —	415

D

Dacca—	
Siraj-ud-Daula's agreement with the English Company for restoring their factory at ——	181
—— **Factory—**	
Dutch cession of the —— to the British Government	248
Damona (Dhanora ?), in Chanda—	
Bhadra Thakur, Zamindar of —— and tribute payable by him ..	439

SUBJECT.	PAGE.
DANISH MISSIONARIES in India—	
Privileges of the ——	253
DANISH SETTLEMENTS in India—	
Compensation for the —— transferred to the British Government ..	251
Treaty with His Majesty the King of Denmark relating to the transfer of the —— to the British Government	250
DARAB ALI KHAN, MUHAMMAD, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
DASPALLA, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	302
Administration. Chief to consult the British authority concerned in all important matters of —	324
Administration of justice entrusted to the Chief of —— ..	324
Adoption sanad granted to the Raja of ——	318
Allegiance of the Chief of ——	342
Barmul pass to be protected by the Chief of ——	342
Boundaries. Questions relating to — how to be settled ..	324
Capital sentences. Powers of the Chief as regards — ..	324
Chaitan Deo Bhanj, the Chief of ——	302
Chief declared to be a feudatory of the British Government ..	324
Criminal administration entrusted to the Chief of —— ..	324
Criminal powers of the Chief of ——	324
Criminals to be surrendered by the Chief of ——	324 &342
Disputes of —— with other States, how to be settled ..	324
Elephants. Right to catch —	324
Narayan Deo Bhanj's succession to the Raj of ——. Date of his birth	302
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	324
Refugees to be surrendered by the Chief of ——	324 &342
Sanad defining the status, powers, and positions of the Chief of —— with reference to the British Government	324
Sati to be prevented by the Raja of ——	317-318
Succession to —— shall not be valid until it has been recognised by Governor General in Council	324
Territorial possessions guaranteed to the Raja of ——	343
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	342
Transit duties not to be levied by the Chief of —— ..	324
Tribute paid by the Chief of ——	302 &324
Troops. Allowances for the Contingent —	343
Troops. Contingent force to be furnished by ——	343
Troops. Supplies for British — from ——	342
DAULAT, MIAN, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	145
DEHRA DUN, United Provinces of Agra and Oudh—	
Retention of —— by the British at the cession of territory to Raja Sudarshan Sah	32
DELHI—	
Maratha extortions from the Emperor of ——	2
Maratha influence at the Court of ——	77
DENMARK—	
Balasor factory ceded by the King of ——	252
Dansborg fort ceded by the King of ——	251
Serampur ceded by the King of ——	252
Serampur restored to the Crown of ——	250
Tranquebar ceded by the King of ——	251

SUBJECT.	PAGE.
DENMARK—*concld.*	
Treaty concluded for the transfer of the Danish Settlements on the Continent of India to the British Government	249
DEOGAON—	
Nagpur Raja's treaty of ——	415
DEOGARH, in the Central Provinces—	
Account of the Zamindari of ——	387, 388 & 407
(*See* Chhindwara.)	
DEOLI PARGANA—	
Nagpur Raja's cession of the ——	433
DEWALGAON SONSARI, in Chanda—	
Chandar Shah, Zamindar of —— and tribute payable by him ..	439
DHARGAON, in Nimar—	
Transfer of —— to Holkar	387
DHENKANAL, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	302
Administration. Chief to consult the British authority concerned in all important matters of —	325
Administration of justice entrusted to the Chief of —— ..	325
Administration under Government management during the minority of Sura Pratap Mahendra	302
Adoption sanad granted to the Raja of ——	318
Allegiance of the Raja of ——	314-315
Bhagirathi Mahendra granted the personal title of "Maharaja" ..	302
Boundaries. Questions relating to — how to be settled ..	325
British administration, —— placed under —	302
Capital sentences. Powers of the Chief as regards —	325
Chief declared to be a feudatory of the British Government ..	325
Criminal administration entrusted to the Chief of —— ..	325
Criminal powers of the Chief of ——	325
Criminals to be surrendered by the Chief of ——	314, 315 & 325
Dinabandhu Mahendra's succession to the Raj of —— ..	302
Disputes of —— with other States how to be settled ..	325
Elephants. Right to catch —	325
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	325
Refugees to be surrendered by the Chief of ——	314, 315 & 325
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	325
Sati to be prevented by the Raja of ——	317-318
Sura Pratap Mahendra's succession to the Raj of ——. Date of his birth	302
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	325
Territorial possessions guaranteed to the Chief of ——	316
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	325
Tribute payable by the Raja of ——	302, 315 & 325
Troops. Allowances of the Contingent force	314-315
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for British — from ——	314-315

SUBJECT.	PAGE.
DIAMOND MINES—	
Chang Bhakar Zamindar's claim disallowed to ——	450-451
Korea Zamindar's claim disallowed to ——	450
DILAWAR, MIAN, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to ——	145
DIL DILER KHAN, of Furrukhabad—	
Oudh Wazir to provide for the maintenance of ——	108
DIP CHAND RAI, of Furrukhabad—	
Oudh to provide for the maintenance of ——	108
DONGARGARH, in Chhattisgarh—	
Drigpal Singh and Motijiram Mahant. Zamindars of ——, and tribute payable by them	438
DUDHMOLA, in Chanda—	
Maru Thakur, Zamindar of —— and tribute payable by him ..	439
DUPLESSISPATI in Bengal—	
French Government relinquish jurisdiction over ——	269
DUTCH—	
Armament and military stores of the ——. Agreement limiting the — ..	210
Baranagar transferred by the ——	235
British officer's inspection of military stores and factories ..	211
Chinsura restored to the ——	233
Coinage in mints at Cariem Abad and agreement relating to privileges of —	213
Commercial privileges of the ——. Agreement relating to — ..	207
Compensation for British claims on —— possessions	342
Compensation for the district of Baranagar	235
Compensation from the —— for British losses. Agreement relating to —	206
Convention concluded with the —— on the cessation of hostilities ..	201
Duties payable by British vessels trading in ports of the —— ..	238
Factories in India ceded by the —— to the British Government ..	240
Fortifications of the ——. Agreement for the reduction of — ..	210
Indemnity to British subjects for losses occasioned from hostilities ..	206
Jafar Ali Khan's agreement with the ——	209
Jafar Ali Khan's confirmation of the agreement with the —— ..	219
Military establishment of the —— limited	210
Najm-ud-Daula's confirmation of treaty with the ——	225
Prisoners of war. Release of —	207
Saltpetre trade of the ——. Agreement cancelling the — ..	212
Ships of the —— entering the river. Agreement limiting the number of —	210-211
Territories abandoned. Engagement with the British Government relating to the right of occupation of —	242

E

EASTERN ARCHIPELAGO—	
Free trade to Natives of the ——. Dutch and English Governments to respect the —	239
Privileges of trade to British and Dutch subjects in the —— ..	237
EASTERN SEAS—	
British Government to be informed of Dutch treaty arrangements with Native States in the ——	239
British treaties with Native States in the —— not to affect Dutch interests	238
Dutch Government to be informed of British treaty arrangements with Native States in the ——	239
Dutch treaties with Native States in the —— not to affect British interests	238

SUBJECT.	PAGE.
EASTERN SEAS—*concld.*	
Formation of new settlements in the ——. Engagement between the Dutch and English Governments regarding —	239
Piracy in the ——. Engagement between the Dutch and English Governments for the suppression of —	239
ELEPHANTS—	
Athgarh. Right to catch ——	320
Athmallik. Right to catch ——	321
Baramba. Right to catch ——	322
Bod. Right to catch ——	323
Bonai. Right to catch ——	353 &356
Chang Bhakar. Right to catch ——	454 &456
Daspalla. Right to catch ——	324
Dhenkanal. Right to catch ——	325
Gangpur. Right to catch ——	354 &357
Hindol. Right to catch ——	326
Jashpur. Right to catch ——	454 &459
Keunjhar. Right to catch ——	327 &347
Khandpara. Right to catch ——	328
Kharsawan. Right to catch ——	380
Korea. Right to catch ——	454 &465
Morbhanj. Right to catch ——	329
Narsinghpur. Right to catch ——	330
Nayagarh. Right to catch ——	331
Nilgiri. Right to catch ——	332
Pal Lahara. Right to catch ——	333 &350
Ranpur. Right to catch ——	334
Saraikala. Right to catch ——	378
Sarguja. Right to catch ——	454 &471
Talcher. Right to catch ——	335
Tigaria. Right to catch ——	336
Udaipur. Right to catch ——	454 &475
EMAMUN—	
(*See* "Imaman.")	
EMAN—	
(*See* " Imam.")	
ENGLISH COMPANY—	
Agreement executed by the Governor and Committee engaging to abide by the tenor of the articles agreed to with the Nawab Siraj-ud-Daula	183
ETAWAH, United Provinces of Agra and Oudh—	
Oudh's cession of the District of ——	124
EUROPEAN DESERTERS—	
Oudh Wazir's engagement to surrender ——	90 & 97
EUROPEAN(S)—	
Najm-ud-Daula's agreement not to employ ——	225
Oudh's engagement not to employ ——	97 & 121
EXTRADITION TREATIES—	
(*See* "Criminals.")	
F	
FACTORIES in Bengal—	
Siraj-ud-Daula's agreement with the English Company for the restoration of their ——	181

Subject.	Page.
Faizulla Khan, Chief of Rampur—	1
Faiz-un-Nisa, Bibi, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Fakhr-un-Nisa Begam, Nawab, of Oudh—	
Pension from 5th Oudh Loan to ——	167
Falta Factory in Bengal—	
Dutch cession of the —— to the British Government	244
Farhat, Mian, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
Farkhunda Bakht, Mirza, of Oudh—	
Pension from 5th Oudh Loan to ——	167
Farrukhabad Family—	
Oudh Wazir to provide maintenance for the ——	108
—— Pensions—	
Commutation of the —— to a large extent	50
Oudh Wazir's cession of territory in commutation of —— ..	124
Farrukhabad, United Provinces of Agra and Oudh —	
Account of the Chiefship of ——	49
British Resident withdrawn from ——	104
Cession of the province of ——	51
Imambara in ——. Annual expenses of —	51
Jagirs held in ——. Enquiry to be instituted regarding — ..	52
Muzaffar Jang's Mahals assigned an annual stipend	51
Nawab exempted from the jurisdiction of British Courts ..	52
Oudh to have charge of ——	108
Oudh's cession of the district of ——	124
Pension assigned to the Nawab and his heirs	49
Pensions and property guaranteed to descendants of the Nawab of —— resumed	50
Pensions to the connexions and dependents of the Nawab of —— ..	50
Properties of the Nawab in ——	49
Rent-free estates in ——. Enquiry to be instituted regarding the — ..	50
Residency at ——. Abolition of —	108
Tafazzul Husain, Nawab of ——. Implication in the mutiny and deportation of —	49
Treaty concluded with the Nawab for the cession of the province of —— ..	49 & 51
Fateh Ali Khan, of Rampur—	
Pension to ——	15
Fatehgarh—	
British troops to be maintained at ——	106
Oudh's advance of three lakhs for repair of Fort of —— ..	120
Oudh's consent to withdrawal of British troops from —— when needful ..	120
Fatima Begam (1st), of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
—— Begam (2nd), of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
—— Begam (3rd), of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Fizza (Faiza?) African, wife of Azimulla Khan—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
Foreign Mercenaries—	
Deogarh Zamindars not to entertain ——	442
—— States—	
Bastar Raja's engagement not to enter into relations with —— ..	449

SUBJECT.	PAGE.
FOREIGN STATES—*contd.*	
Nagpur Raja's engagement not to enter into relations with —— ..	422 &426
Oudh Wazir's engagement not to enter into relations with —— ..	121
FOREIGNERS—	
Nagpur Raja's engagement not to employ ——	416
Oudh Wazir's engagement not to employ ——	97 & 128
FOREST REGULATIONS—	
Bastar Chief's engagement to attend to ——	446
Garhjat Chief's engagement to attend to ——	446
Kanker Chief's engagement to attend to ——	446
Kawardha Chief's engagement to attend to ——	446
Khairagarh Chief's engagement to attend to ——	446
Kondka or Chhui Khadan Chief's engagement to attend to —— ..	446
Nandgaon Chief's engagement to attend to ——	446
Raigarh *cum* Bargarh Chief's engagement to attend to —— ..	446
Sakti Chief's engagement to attend to ——	446
Sarangarh Chief's engagement to attend to ——	446
FORESTS—	
Lease by Government of —— in the Tehri (Garhwal) State ..	33
FORT MARLBOROUGH—	
Transfer of —— to the Netherlands Government	240
FRANCE—	
Agreement concluded with His Majesty the Emperor of —— regarding the limits of the settlement of Chandarnagar	268
FRENCH—	
Jafar Ali Khan's agreement engaging to prevent the —— settling in Bengal	219
Jafar Ali Khan's agreement to prevent the —— settling in Bengal, Behar and Orissa	186
Najm-ud-Daula's agreement engaging to prohibit the settlement of the —— in Bengal	225
Opium trade. Rights in connection with the— converted into an annual payment	180
FRENCH GOVERNMENT—	
Compensation for lands transferred by the ——	270
FRENCH SETTLEMENTS in India—	
Balasor district. Two plots of land in the — under French jurisdiction ..	180
Convention concluded with the Government of Chandarnagar renouncing its claim for a pecuniary compensation for the supply of salt ..	225
Convention for regulating the supply of salt, opium and saltpetre to the ——	179 &255
Gairetti on the Hughli under French jurisdiction	180
Salt. Indemnity paid to the French Government for relinquishing the manufacture of — in their possessions in India	179
Salt to be supplied to the ——	179
G	
GAIRETTI in Bengal—	
Jurisdiction possessed by the French in ——	180
GANDAI, in Chhattisgarh—	
Tarwar Singh, Zamindar of ——, and tribute payable by him ..	438
GANGPUR, Tributary Mahal of Orissa—	
Account of the petty Chiefship of ——	307
Administration. Chief to consult the British authority concerned in all important matters of —	354 &357
Administration of justice entrusted to the Chief of —— ..	354 &357
Boundaries. Questions relating to — how to be settled ..	354 &357
Chief declared to be a feudatory of the British Government ..	354 &357

SUBJECT.	PAGE.
GANGPUR, Tributary Mahal of Orissa—*concld.*	
Chief placed under Chota Nagpur Agency	390
Criminals to be surrendered by the Chief of ——	354 &357
Disputes of — —with other States how to be settled	354 &357
Diwan appointed to ——	308
Elephants. Right to catch —	354 &357
Judicial powers of British Courts in respect of criminal cases arising in ——	308
Judicial powers of the Chief of ——	307
Leases for gold mining and quarrying lime	308
Nagpur Raja's cession of ——	433
Nazarana rules applicable to ——	308
Pargana restored to the Raja of Nagpur	418
Raghunath Sikhar Deo, the present Chief of ——	308
Railway(s). Jurisdiction over — lands in the —— State ..	308
Refugees to be surrendered by the Chief of ——	354 &357
Sanads defining the status, powers, and position of the Chief of —— with reference to the British Government	354 &357
Settlement renewed with the Zamindar of ——	307 &352
State of —— does not form part of British India	307
State of —— transferred to the charge of the Commissioner of Chota Nagpur	307
State of —— transferred to the charge of the Commissioner of Orissa	298 &367
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	354 &357
Transit duties not to be levied by the Chief of ——	354 &357
Tribute payable by the Chief of ——	308,354 & 357
GARHA MANDLA—	
Nagpur Raja to be assisted in his expedition against —— ..	414
GARHJAT CHIEFS of the Central Provinces—	
Account of the ——	389
British jurisdiction not extended to estates of the ——	392
Capital sentences. Powers of the —— for passing —	445
Criminal powers of the ——	445
Criminals to be surrendered by the ——	445
Fealty bond of the ——	445
Forest regulations to be attended to by the ——	446
Powers exercised by the ——	392
Powers of the —— liable to suspension on maladministration of their estates	446
Sanad granted to —— in recognition of their feudal obligations ..	447
Status of the ——	391
Transit duties not to be levied by the ——	445
Tribute to be paid by ——	445
Vakil's attendance on the part of the ——	446
GARHWAL or Tehri in the United Provinces of Agra and Oudh—	
Account of the Chiefship of ——	32
Adoption sanad granted to the Raja of ——	35
Begaris to be furnished by ——	34
Bhawani Singh granted the territory of ——	34
British subjects allowed the privileges of trade in ——	34
British subjects to be allowed free access to the territory of —— ..	35
British subjects to be protected in ——	35
Consultative Council in ——	32-33
Council of Regency appointed in —— during minority of Raja Kitti Sah	32

SUBJECT.	PAGE.
GARHWAL or Tehri in the United Provinces of Agra and Oudh—*concld.*	
Council of Regency presided over by the mother of the Raja of —— ..	32
Feudal service to be rendered by the Raja of ——	34
Forest Rules in ——. Raja empowered to punish persons infringing — ..	36
Forests in ——. Account showing when and what periods — were leased to the Government of India	33
Forests in —. Agreement relating to the lease of chir forests in the Tons valley	43
Forests in ——. Agreement relating to the lease of the — ..	35
Forests in ——. Compensation to the Raja for the lease of the — ..	36
Forests in ——. Conservation of the — vested in the British Government	36
Forests in ——. Duration of the lease of the —	37
Forests in ——. New lease of the — executed in 1885	37
Forests in ——. New lease of the — executed in 1904 ..	40
Forests in ——. Old lease of the — executed in 1865	35
Forests in ——. Rules for the conservation of —	37
Forests in ——. Ryots' privileges in —	37
Guleri, Rani, appointed to preside over a Council of Regency in —— ..	32
Gurkha conquest of ——	32
Kirti Sah, created a C.S.I., and a K.C.S.I.	33
Kitti Sah installed as Chief of ——	32
Kirti Sah's education, and his marriage to a daughter of the Nepal family	33
Kirti Sah's visit to Europe	33
Lands not to be alienated by the Raja of ——	34
Narendra Sah, heir to the *gadi* of ——. Date of his birth ..	33
Nazarana rules applicable to ——	33
Nepalese expelled from ——	32
Roads. Construction of — to be permitted through —— ..	35
Salute enjoyed by the Chief of ——	33
Sanad granted to the Raja conferring on him the territory of —— ..	34
Services of the Raja of —— during the mutiny	32
Slave-trade prohibited in ——	34
Sudarshan Sah granted his hereditary possessions in —— ..	34
Territorial possessions guaranteed to the Raja of ——	34
Title (hereditary) of "Raja" conferred on the Chief of —— ..	35
Trade to be fostered by the Raja of ——	34
GAUHAR ARA BEGAM, NAWAB, of Oudh—	
Pension from 5th Oudh Loan to ——	167
GAWILGARH—	
Nagpur Raja's agreement to cede ——	424
GAZALA, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
GHARILAND PARGANA—	
Restoration of —— to the Nagpur Raja	418
GHAZIPUR, United Provinces of Agra and Oudh—	
Balwant Singh continued in the zamindari of ——	90
Chait Singh. Sanad to — for the zamindari of ——	59
Ghazi-ud-Din Haidar, King of Oudh	80
Mahip Narayan. Sanad granted to — for the zamindari of Benares, —— and Chunar	68
Oudh's cession of the Circar (Sarkar) of ——	98
GHOT, in Chanda—	
Rajeshwar Rao, Zamindar of —— and tribute payable by him ..	439
GHULAM MUHAMMAD KHAN, of Rampur—	
Assignment of Rs. 1,500 for the support of ——	15
Residence of the family of ——	17

Subject.	Page.
Gilgaon, in Chanda—	
Viru Shah, Zamindar of ——, and tribute payable by him ..	439
Giwardha, in Chanda—	
Sande Khan, Zamindar of ——, and tribute payable by him ..	439
Goalpara near Chandarnagar—	
French Government relinquished jurisdiction over ——	269
Gold Mines—	
Chang Bhakar Zamindar's claim disallowed to ——	450-451
Korea Zamindar's claim disallowed to ——	450
Gold Mohars—	
Jafar Ali Khan's parwana granting to the English Company the privilege of coining ——	188
Siraj-ud-Daula's parwana granting to the English Company the privilege of coining ——	182 & 184
Gorakghat, in Chhindwara—	
Daulat Shah, Zamindar of ——, and tribute payable by him ..	442
Gorakhpur, United Provinces of Agra and Oudh—	
Oudh Wazir's cession of the district of ——	124
Government Securities —	
Oudh Wazir's investments in ——	84
Govindpur, Mauza —	
Jafar Ali's sanad exempting the English Company from payment of rents for ——	197
Gulchehra Begam, of Oudh —	
Pension from 5th Oudh Loan to ——	167
H	
Hadi Ali Khan Bahadur Kaim Jang, Nawab Jemar (Zamir ?)-ud-Daula Zaig-ham-ul-Mulk—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	169
Hafiz Rahmat Khan, Rohilla Chief—	
Account of ——	1
Oudh Wazir. Engagement of —— to pay the — for the expulsion of the Marathas	6
Haidar Ali, Mian, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
Haidar Ali, Nawab—	
Nagpur Raja's engagement to send a contingent of horse to serve with the British force against ——	414
Haidar, Mirza, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144 & 147
Hajju, Mirza, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
Hamid Ali Khan, Nawab—	
Succession of —— to the Chiefship of Rampur	4
Hamida Khanam, of Oudh—	
Pension from 5th Oudh Loan to——	167
—— Sultan Begam, Malika-e-Jahan Fakhr-uz-Zaman Nawab—	
Allowance under the 5th Oudh Loan to ——	166

Subject.	Page.
Handia (or Kiwai), Pargana of —	
Oudh Wazir's cession of the ——	156
Harispur in the Tributary Mahals of Orissa—	
Territorial possessions guaranteed to the Chief of ——	316
Harrakot (Harai Kot ?), in Chhindwara—	
Rajaji, the Zamindar of —— and tribute payable by him ..	442
Harsukh Rai, Mutasaddi, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
Hasan Ali Khan, of Oudh —	
Pension from Bahu Begam's Deposit Fund to ——	147
Pension from Bahu Begam's Deposit Fund to mother of —— ..	147
Pension from Bahu Begam's Deposit Fund to sons of —— ..	147
Hasnu, Mian, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Hastings, Mr. Warren —	
Oudh Wazir's conference with —— in respect of the Rohillas ..	2
Hazrat Begam, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Hidayat Husain, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
Hindol, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	302
Administration. Chief to consult the British authority concerned in all important matters of —	326
Administration of justice entrusted to the Chief of ——	326
Adoption sanad conferred on the Raja of ——	318
Allegiance of the Raja of ——	314 & 315
Boundaries. Questions relating to —— how to be settled	326
Capital sentences. Powers of the Chief as regards —	326
Chief declared to be a feudatory of the British Government	326
Criminal administration entrusted to the Chief of ——	326
Criminal powers of the Chief of ——	326
Criminals to be surrendered by the Chief of —— ..	314, 315 & 326
Disputes of —— with other States how to be settled	326
Elephants. Right to catch —	326
Janardan Mardraj Jagdeo, Chief of ——	302
Minority arrangements in ——	302
Naba Kishor Chandra Mardraj Jagadeo's succession to the Raj of ——. Date of his birth	302
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	326
Refugees to be surrendered by the Chief of —— ..	314, 315 & 326
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	326
Sati to be suppressed by the Raja of ——	317 & 318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	326
Territorial possessions guaranteed to the Chief of ——	316
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	326
Tribute payable by the Raja of ——	302, 315 & 326

SUBJECT.	PAGE.
HINDOL, Tributary Mahal of Orissa—*concld.*	
Troops. Allowances for the contingent force	314-315
Troops. Contingent force to be furnished by —	314-315
Troops. Supplies for British — from ——	314-315
HINGA BEGAM, of Oudh —	
Pension from Bahu Begam's Deposit Fund to ——	147
HOLKAR—	
Barwai Pargana transferred to ——	387
Chota Kasrawad transferred to ——	387
Dhargaon Pargana transferred to ——	387
Mandlesar transferred to ——	387
Nimar villages of —— transferred to the Central Provinces ..	387
Transit duties on Nimar line of railway to be abolished by —— ..	387
HOSHANGABAD, in the Central Provinces—	
Account of the jagirdari of ——	407
HUMAYUN BAKHT MIRZA, of Oudh—	
Pension from 5th Oudh Loan to ——	167
HUSAIN ALI KHAN BAHADUR TAHAWAR JANG, MUMTAZ-UD-DAULA MUDABBIR-UL-MULK MIRZA—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	169
HUSAIN ALI KHAN, of Oudh—	
Pension from 1st Oudh Loan to ——	153
—— ALI KHAN, of Rampur—	
Pension to ——	15
—— MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
HUSAINABAD IMAMBARA, in Lucknow—	
Allowance assigned under Muhammad Ali Shah's Deed of Trust for the ——	169
HUSAIN-UD-DIN HAIDAR, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
HUZUR KHANAM, of Oudh—	
Stipend under 5th Oudh Loan to ——	166
I	
IBRAHIM, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
IFTIKHAR-UN-NISA BEGAM, of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
IKHTIYAR-UD-DAULA MOHTASHAM-UL-MULK, of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	169
IMAM ALI KHAN BAHADUR, RAFIK-UD-DAULA SAIYID—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
IMAM ALI, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— KHAN, of Farrukhabad —	
Pension to ——	52
IMAMAN, wife of Azimulla Khan—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	172
IMAMI BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147

SUBJECT.	PAGE.
IMPERIAL SERVICE TROOPS—	
Rampur Nawab's agreement for the effective control and discipline of the ——	4 & 30
INJUNI (ANJUMI ?) KHANAM, of Oudh —	
Pension from Bahu Begam's Deposit Fund to ——	147
J	
JAFAR ALI KHAN, Nawab, Subadai of Bengal —	
Agreement concluded between the Dutch and ——	209
British Agent to reside at the Court of ——	219
Demand of —— for the confirmation of the alliance with the English Company	220
Engagement for the payment of the expenses of the army operating against the Nawab Wazir of Oudh	221
Kasim Ali Khan's agreement for the deposition of —— from the Subadari of Bengal	214
Military assistance to ——	221
Military force agreed to be maintained by ——	218
Subadari of Bengal, Behar and Orissa restored to —— ..	218
Treaty of offensive and defensive alliance concluded with —— ..	185
Vakil on the part of —— to reside at Calcutta .. .. (*See* "Bengal.")	219
JAFAR ALI, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— HAKIM, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to relations, etc., of —— ..	147
JAFAR, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to widows of —— ..	147
JAFARI BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
JAIPUR—	
Bastar Raja given refuge in ——	394
Kashipur claimed by ——	310
Kotipad Pargana ceded by Bastar to ——	394
Kotipad Pargana. Tribute paid by —— for —	394
JAMNI BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
JANI KHANAM SAHIBA, of Oudh —	
Pension from Bahu Begam's Deposit Fund to ——	144
JANOJI BHONSLA, of Nagpur—	
Adoption of —— by the widows of the late Raja of Nagpur ..	386
Deor lands conferred on ——	386
Title conferred on ——	386
JASHPUR, a Feudatory State in the Central Provinces—	
Account of the Chiefship of ——	396
Administration. Chief to consult the British authority concerned in all important matters of —	454 &459
Administration of justice entrusted to the Chief of ——	454 &459
Bishan Prasad Singh's succession to the Raj of ——. Date of his birth ..	397
Boundaries. Questions relating to — how to be settled	454 &460
Chief declared to be a feudatory of the British Government	454 &458
Chief of —— has no right to the minerals in his State	454
Criminals to be surrendered by the Chief of ——	454 &459

SUBJECT.	PAGE.
JASHPUR, a Feudatory State in the Central Provinces—*concld.*	
Disputes of —— with other States how to be settled	454 &45
Elephants. Right to catch —	454 &459
Nagpur Raja's engagement to cede ——	424
Nazarana rules applicable to ——	397
Pratap Narayan Singh Deo, the Chief of ——	396
Refugees to be surrendered by the Chief of ——	454 &459
Sanads defining the status, powers, and position of the Chief of—— with reference to the British Government	454 &458
Sarguja. —— originally a feudatory of —	396
Settlement renewed by the Zamindar of ——	457
State of —— transferred from Bengal to the Central Provinces ..	367 &393
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	454 &459
Transit duties not to be levied by the Chief of ——	454 &459
Tribute payable by the Chief of ——	397, 454 & 459
Zamindar's engagement to pay his revenues	456
JAUNPUR, United Provinces of Agra and Oudh—	
Oudh Wazir's cession of the District of ——	98
JHARAPAPRA, in Chanda—	
Ganesh Thakur, Zamindar of ——, and tribute payable by him ..	439
JORMU in the Tributary Mahals of Orissa —	
Territorial possessions guaranteed to the Chief of ——	316
JUBBULPORE, in the Central Provinces—	
Nagpur Raja's cession of the district of ——	431
K	
KAISAR BAHU, NAWAB, of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
KALAHANDI, Tributary Mahal of Orissa — (*See* " Karond.")	
KALB ALI KHAN, NAWAB, of Rampur	3
KALKAPUR in Bengal —	
Dutch cession of the factory at —— to the British Government ..	245
KANIKA in the Tributary Mahals of Orissa—	
Territorial possessions guaranteed to the Chief of ——	316
KANKER, in the Central Provinces—	
Account of the Chiefship of ——	394
Administration of —— assumed by the British Government owing to Chief's illness	397
Adoption sanad conferred on the Chief of ——	444
Capital sentences. Powers of the Chief of —— as regards — ..	445-446
Chief declared to be a feudatory of the British Government ..	391
Chief's powers to be suspended in case of maladministration of ——	446
Criminals to be surrendered by the Chief of ——	445-446
Diwan appointed to ——	397
Fealty bond of the Chief of ——	445-446
Forest regulations to be attended to by the Chief of —— ..	446
Lal Kamal Deo's succession to the Raj of ——. Date of his birth —	397
Maratha tenure of ——	397
Narhar Deo, Chief of ——	397
Nazarana rules applicable to ——	398

SUBJECT.	PAGE.
KANKER, in the Central Provinces—*concld.*	
Powers exercised by the Chief of ——	392, 445 & 446
Sayar duties levied by the Chief of —— resumed	397
Status of the Chief of ——	391
Territory restored to the Chief of ——	397
Transit duties not to be levied by the Chief of ——	445-446
Tribute payable by the Chief of ——	397, 398, 445-446
Tribute remitted to the Chief of ——	397
Vakil's attendance on the British Agent on the part of the Chief of ——	446
KARAI (KURRY), in Chhindwara—	
Jaswant Sah, Zamindar of ——, and tribute payable by him ..	442
KARBALA, in Arabia—	
The Bahu Begam's donation to the Shrine of ——	140
KARIM-ULLA Khan, of Rampur—	
Pension to ——	15
KAROUND OR KALAHANDI, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	308, 310 & 391
Adoption sanad conferred on the Chief of ——	358
Brijmohan Deo's succession to the Raj of ——. Date of his birth ..	311
Capital sentences. Powers of the Chief as regards —	359 &362
Chief declared to be a feudatory of the British Government ..	391
Chief's powers to be suspended in case of the maladministration of ——	359 &362
Criminals to be surrendered by the Chief of ——	359 &362
Feudal obligations of the Chief of ——	359 &362
Jugraj Deo, Zamindar of ——	438
Kandh rebellion in ——	311
Maratha tribute from ——	310
Minority arrangements in ——	311
Nagpur Raja's tribute from ——	438
Nazarana rules applicable to ——	311
Pat Raja's territory restored to ——	310
Political Agent appointed to the charge of ——	311
Political Agent for ——. Office of — merged into that of Political Agent for the Chhattisgarh Feudatories	311
Powers exercised by the Chief of ——	359 &362
Raghu Keshar Deo, Chief of ——	311
Raghu Keshar Deo. Murder of —	311
Salute enjoyed by the Chief of ——	310-311
Sanads defining the status, powers and position of the Chief of —— with reference to the British Government	359 &362
State of —— transferred from the Central Provinces to Bengal	298, 308, 390-391
Status of the Chief of ——	359, 362 & 391
Tat Raja placed under the control of ——	310
Thuamal Chiefship subject to ——	310
Thuamal severed from ——	310
Title (personal) of "Raja Bahadur" conferred on Raja Udit Pratap Deo	310
Transit duties not to be levied by the Chief of ——	360 &362
Tribute payable by the Chief of ——	311, 359, 360 &362
Udit Pratap Deo granted a personal salute of 9 guns, and the personal title of "Raja Bahadur"	310 362
Vakil's attendance on the part of the Chief of ——	360 &362

SUBJECT.	PAGE.
KARRA, Pargana of —	
Oudh Wazir's cession of the ——	124
KASHIPUR, in the Central Provinces—	
Jaipur Chiefs claims to —— disallowed	310
KASIM ALI KHAN, of Rampur —	
Pension to ——	15
—— ALI KHAN, MIRZA, of Oudh —	
Pension from Bahu Begam's Deposit Fund to ——	144
Pension from 1st Oudh Loan to ——	153
—— ALI KHAN, Subadar of Bengal —	
Agreement concluded with —— for the deposal of Mir Jafar Ali Khan from the Subadari of Bengal	214
Agreement for the payment of former tankhas executed by —— ..	216
Oudh Wazir's engagement not to entertain or receive —— ..	90 &97
Oudh Wazir's engagement to surrender ——	97
Subsidiary arrangement for the services of British troops concluded with ——	215
Treaty of friendship and alliance concluded with ——	214
KASIM BAZAR —	
Siraj-ud-Daula's agreement with the English Company for restoring their factory in ——	181
KASRAWAD, in Malwa—	
Pension of the Zamindar of ——	437
Revenue to be paid by ——	436
Sanad confirming the right of the Zamindar of ——	436
Transfer of —— to Holkar	387
KATANGI, in Chhattisgarh—	
Pran Singh, Zamindar of ——, and tribute payable by him ..	438
KAUSILAPOSI in Chota Nagpur —	
Account of the Larka Kols of ——	369
Allegiance of the Manki of ——	381
Amount of revenue to be paid to the Manki of ——	382
Conspirators to be arrested and surrendered by ——	382
Criminals to be surrendered by the Manki of ——	382
Munda appointed to aid the Manki of ——	381
Munda's allowances	382
Police administration entrusted to the Manki of ——	382
Villages entrusted to the management of the Manki of —— ..	382
(*See* "Larka Kols.")	
KAWARDHA, in the Central Provinces —	
Account of the petty Chiefship of ——	398
Adoption sanad conferred on the Chief of ——	444
Capital sentences. Powers of the Chief as regards —	445-446
Chief declared to be a feudatory of the British Government ..	391
Chief's powers to be suspended in case of the maladministration of ——	446
Criminals to be surrendered by the Chief of ——	445-446
Fealty bond of the Chief of ——	445-446
Forest regulations to be attended to by the Chief of —— ..	446
Jadunath Singh's succession to the Raj of ——. Date of his birth ..	398
Nazarana rules applicable to ——	399
Powers exercised by the Chief of ——	392
Rajpal Singh, Chief of —— removed from power on account of his maladministration	398
Status of the Chief of ——	391

SUBJECT.	PAGE.
KAWARDHA, in the Central Provinces—*concld.*	
Superintendent appointed for the administration of ——	398
Transit duties not to be levied by the Chief of ——	445-446
Tribute to be paid by the Chief of ——	399, 445 & 446
Vakil's attendance on the British Agent on the part of the Chief of— ..	446
KEHLY, United Provinces—	
Oudh Wazir's cession of the district of ——	124
KEHR, United Provinces—	
Oudh Wazir's cession of the district of ——	124
KELPOORY, United Provinces—	
(*See* "Kilpuri.")	
KENDA, in Chhattisgarh—	
Bairam Singh, the Chief of ——, and tribute payable by him ..	438
KEUNJHAR, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	303
Administration. Chief to consult the British authority concerned in all important matters of —	327&347
Administration of justice entrusted to the Chief of —— ..	327, 346 & 347
Administration of ——. Measures adopted for improving the — ..	303
Adoption sanad conferred on the Raja of ——	318
Agent appointed to ——	303
Allegiance of the Chief of ——	344
Boundaries. Questions relating to — how to be settled	327&347
British military intervention in ——	303
British supervision of the administration of ——	303
Capital sentences. Powers of the Chief as regards —	327&346
Chief declared to be a feudatory of the British Government	327&346
Chief temporarily relieved of his duties	303
Criminal administration entrusted to the Chief of ——	327&346
Criminal powers of the Chief of ——	327&346
Criminals to be surrendered by the Chief of —— ..	327, 344 & 346
Dhanurjai Narayan Bhanj Deo, Chief of ——	303
Disputes of —— with other States how to be settled	327&347
Diwan appointed to ——	303
Elephants. Right to catch —	327&347
Gopi Nath Narayan Bhanj Deo's succession to the Raj of ——. His age ..	303
Insurrection in ——	303
Maharaja of —— temporarily relieved of his duties	303
Mutiny services of the Chief of —— rewarded by the British Government	303
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	327&346
Refugees to be surrendered by ——	327, 344, & 346
Sanads defining the status, powers, and position of the Chief of —— with reference to the British Government	327&346
Sati to be prevented by the Chief of ——	317-318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	327&346
Territorial possessions guaranteed to the Raja of ——	345
Title (personal) of "Maharaja" granted to the Chief of —— ..	303
Title of "Raja" conferred on the Chief of ——	318-319

Subject.	Page
KEUNJHAR, Tributary Mahal of Orissa—*concld.*	
Transit duties not to be levied by the Chief of ——	327 & 347
Tribute of ——. Reduction of the —	303
Tribute payable by the Chief of ——	303, 315, 327 & 346
Troops. British Military intervention in ——	303
Troops. Passage of hostile — to be prevented by ——	344
KHAIRAGARH, in Oudh —	
Loan (2nd Oudh) to the British Government. Annulment of — in return for the cession of ——	155
Oudh. Cession by — of the district of ——	124
Oudh. Cession to — of the district of ——	155
KHAIRAGARH, in the Central Provinces—	
Account of the Chiefship of ——	399
Adoption sanad conferred on the Chief of ——	444
Capital sentences. Powers of the Chief as regards ——	445
Chief declared a feudatory of the British Government	391
Chief's powers to be suspended in case of the maladministration of——	446
Criminals to be surrendered by the Chief of ——	445
Drigpal Singh, Zamindar of ——	438
Fealty bond of the Chief of ——	445
Forest regulations to be attended to by Chief of ——	446
Kamal Narayan Singh, Chief of ——	399
Lal Fateh Singh's deposal for maladministration of ——	399
Maratha tribute from ——	399
Nazarana rules applicable to ——	399
Powers exercised by the Chief of ——	392
Railway lands, with jurisdiction thereon, ceded by the Chief of ——	399, 460, & 462
Status of the Chief of ——	391
Transit duties not to be levied by the Chief of ——	445
Tribute to be paid by the Chief of ——	399 & 438
Vakil's attendance on the part of the Chief of ——	446
KHAIR-UN-NISA, Bibi—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— -UN-NISA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
KHAKAN BAHU, Nawab of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
KHANDMALS in Orissa—	
Occupation of the —— by Government	301
KHANDPARA, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	303
Administration. Chief to consult the British authority concerned in all important matters of —	328
Administration of justice entrusted to the Chief of ——	328
Adoption sanad conferred on the Raja of ——	318
Allegiance of the Raja of ——	314-315
Boundaries. Questions relating to — how to be settled	328
Capital sentences. Powers of the Chief as regards —	328
Chief declared to be a feudatory of the British Government	328
Criminal administration entrusted to the Chief of ——	328
Criminal powers of the Chief of ——	328
Criminals to be surrendered by the Chief of ——	314, 315 & 328

SUBJECT.	PAGE.
KHANDPARA, Tributary Mahal of Orissa—*concld.*	
Criminals to be surrendered by the Raja of ——	314-315
Disputes of —— with other States how to be settled	328
Elephants. Right to catch —	328
Natobar Mardraj Bhromobur Rai, Chief of ——	303
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	328
Ram Chandra Samanta's succession to the Raj of ——. Date of his birth	303
Refugees to be surrendered by the Chief of ——	314, 315 & 328
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	328
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	328
Territorial possessions guaranteed to the Chief of ——	316
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	3
Tribute paid by the Chief of ——	303, 315, 328
Troops. Allowances for the contingent force	314-315
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for British — from ——	314-315
KHARIAR, in the Central Provinces—	
Nagpur Raja's cession of ——	390
KHARSAWAN in Chota Nagpur—	
Account of the Chiefship of ——	369
Administration. Chief to consult the British authority concerned in all important matters of —	380
Administration of justice entrusted to the Chief of ——	380
Boundaries. Questions relating to — how to be settled	380
Chakradharpur pargana in Singhbhum. Four villages of — granted to the Raja of ——	379
Chief declared to be a feudatory of the British Government	368&380
Criminals to be surrendered by the Chief of ——	380
Disputes of —— with other States how to be settled	380
Elephants. Right to catch —	380
Mahendra Narayan Singh Deo, Chief of ——	369
Nazarana rules applicable to the Estate of ——	369
Railway(s). Jurisdiction over — lands in the —— estate	369
Refugees to be surrendered by the Chief of——	380
Sanad for the grant of part of the Singhbhum estate to the Raja of ——	378
Singhbhum Raja's pretentions to supremacy over ——	367
Sriram Chandra Singh Deo's succession to the Thakurate of ——. Date of his birth	369
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	380
Transit duties not to be levied by the Chief of ——	380
KHASMAHAL—	
Pensions under the Zamanat Wasika to Members of the — ..	82
KHAWASSPURA (Servants' quarters), of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
KHAWASSUS, or female servants—	
Pensions from Bahu Begam's Deposit Fund to ——	145

Subject.	Page.
Khudijat-un-Nisa, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
Khujji (Kooji), in Chhattisgarh—	
Kaibat Khan, the Chief of ——, and tribute payable by him ..	438
Khurdah in the Tributary Mahals of Orissa—	
Territorial possessions guaranteed to the Chief of ——	316
Khurram Bakht, Mirza, of Oudh—	
Stipend under the 5th Oudh Loan to ——	166
Khurshed, of Oudh —	
Pension from Bahu Begam's Deposit Fund to ——	145
Khush Chashm, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
Khushru Bahu, Nawab, of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
Khutgaon (Kootgaon), in Chanda—	
Jaga Thakur, Zamindar of ——, and tribute payable by him ..	439
Kilpuri—	
Oudh Wazir's cession of the pargana of ——	124
Kiwai—	
(*See* "Handia, Pargana.")	
Kodjab, in Chanda —	
Niram Shah, Zamindar of ——, and tribute payable by him ..	439
Kondka or Chhuikhadan, in the Central Provinces—	
Account of the Chiefship of ——	400
Adoption sanad conferred on the Chief of ——	444
Balmukand Das, Zamindar of ——	438
Bhudhar Kishor Deo's succession to the Raj of ——. Date of his birth ..	400
Capital sentences. Powers of the Chief of —— regarding —	445-446
Chief declared to be a feudatory of the British Government ..	391
Chief's powers to be suspended in case of the maladministration of ——	446
Criminals to be surrendered by the Chief of ——	445-446
Digbi Jai Jugal Kishor Das's succession to the Raj of ——	400
Diwan appointed to assist the Chief in his administration ..	400
Fealty bond of the Chief of ——	445-446
Forest regulations to be attended to by Chief of ——	446
Malguzars' ill-treatment by the Chief of ——	400
Marriage allowed in the ruling family of ——	400
Nazarana. Chief of —— prohibited from levying — from his subjects ..	400
Nazarana rules applicable to ——	400
Powers exercised by the Chief of ——	392-445 & 446
Radha Ballabh Kishor Das's succession to the Raj of ——. His age ..	400
Sham Kishor Das. Chief of ——	400
Status of the Chief of ——	391
Transit duties not to be levied by the Chief of ——	445-446
Tribute to be paid by the Chief of ——	400-438
Vakil's attendance on the part of the Chief of ——	445&446
Kora, Pargana of—	
Delhi Emperor. Grant of the —— to —	77 & 90,
Marathas granted the —— by the Emperor of Delhi	2 & 78
Oudh Wazir. Sale of the —— to —	78 & 96
Oudh's cession of the ——	124

SUBJECT.	PAGE.
KORACHA, in Chanda—	
Suba Deo, Zamindar of ——, and tribute payable by him	439
KORBA, in Chhattisgarh—	
Barat Singh, the Chief of ——, and tribute payable by him ..	438
KOREA, a Feudatory State in the Central Provinces—	
Account of the Chiefship of ——	401
Administration. Chief to consult the British authority concerned in all important matters of —	454&465
Administration of justice entrusted to the Chief of ——	454&465
Alienation of lands prohibited to Zamindar of ——	450
Amount of revenue to be paid by Zamindar of ——	450
Boundaries. Questions relating to — how to be settled	454&465
Chief declared to be a feudatory of the British Government	454&465
Chief of —— has no right to the minerals in his State	454&465
Coal mines reserved to Government in ——	450
Criminal administration entrusted to the Zamindar of —— ..	450
Criminal returns to be furnished monthly by the Zamindar of —— ..	451
Criminals not to be harboured in the zamindari of —— ..	451
Criminals to be surrendered by the Chief of ——	454&465
Diamond mines reserved by the British Government in —— ..	450
Disputes of —— with other States how to be settled	454&465
Duties not to be levied in the zamindari of ——	450
Elephants. Right to catch —	454&465
Gold mines reserved to the British Government in ——	450
Mineral rights reserved to the British Government in —— ..	450
Mines reserved to the British Government in ——	450
Nazarana rules applicable to ——	401
Police administration in the zamindari of ——	451
Police duties to be performed by the Zamindar of —— ..	451
Pran Singh Deo, Chief of ——	401
Refugees to be surrendered by the Chief of ——	454&465
Revenues. Zamindar's engagement to pay his —	463
Sanads defining the status, powers, and position of the Chief of —— with reference to the British Government	454&464
Settlement concluded with the Zamindar of ——	450
Settlement renewed with the Zamindar of ——	463-464
Sheo Mangal Singh's succession to the Raj of ——. Date of his birth ..	401
Silver mines reserved to the British Government in ——	450
State of —— transferred from Bengal to the Central Provinces ..	367&393
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	454&465
Tax not to be levied by the Zamindar of ——	450
Traders to be protected by the Zamindar in ——	450
Transit duties not to be levied by the Chief of ——	454&465
Tribute payable by the Chief of ——	401, 454 & 465
KOTIPAD, in the Central Provinces—	
Bastar granted remission of tribute for ——	449
KUCH BEHAR in Bengal—	
Account of the State of ——	287
Administration. Appointment of a Manager with the powers of a Justice of the Peace	290
Administration of —— and decision of the British Government not to interfere in the management of affairs	288

SUBJECT.	PAGE.
KUCH BEHAR in Bengal—*concld.*	
Administration of ——. Powers of the Agent to the Governor-General, N.-E. Frontier, in respect of the —	288
Administration of ——. Reforms in the —	289
Adoption sanad granted to the Raja of ——	294
Annexation of —— to Bengal	292
British administration of —— during minority of Nripendra Narayan	289
British rupee made the legal tender of ——	289
Commissioner of the Rajshahi Division the *ex-officio* Political Agent for ——	290
Council for the government of the —— State	291
Council of ——. Composition of the —	291
Dhairjendra Narayan granted the zamindari of ——	293
Dharendra Narayan's treaty acknowledging his subjection to the British Government	292
Land system of ——. Improvement of the —	289
Maharani of —— appointed a member of the Crown of India ..	289
Marriage of the present Maharaja of ——	289
Military assistance to be afforded to the Raja for the defence of ——	292
Nazarana rules applicable to ——	291
Nripendra Narayan. Date of the birth of —	288
Nripendra Narayan installed as a ruling Chief	289
Nripendra Narayan, Maharaja, appointed an Honorary Lieutenant-Colonel in the British army	289
Nripendra Narayan, Maharaja, made a G.C.I.E.	289
Nripendra Narayan, Maharaja of ——. Succession of —.. ..	288
Nripendra Narayan present at the Delhi Durbar, 1903	290
Nripendra Narayan's field service	289-290
Nripendra Narayan's titles and honours	289-290
Nripendra Narayan's visits to Europe	289-290
Police of —— re-organised	289
Political Agent. Appointment of the Commissioner of Bhagalpur as — for ——	290
Postal Department of —— placed under the Postmaster-General of Bengal	289
Railway extensions in the —— State	290
Railway(s). Agreement for the working of the —— State — ..	290 &294
Railway(s). Jurisdiction over — lands in —— ..	290, 296, & 297
Rajendra Narayan, eldest son of the Maharaja. Date of his birth and where educated	290
Rajendra Narayan granted the honorary rank of Lieutenant in the British army and attached to the Imperial Cadet Corps	290
Revenue settlement and resettlement of the State	291
Salute enjoyed by the Chief of ——	291
Status of ——. Settlement of the —	288
Telegraph. Line of — carried through the State	289
Title of "Maharaja Bahadur" conferred on the Chief of —— ..	289
Titles and honours conferred on Nripendra Narayan	289-290
Titles of "Highness" and "Bhup Bahadur" assumed by the Maharaja of ——	289
Tribute paid by ——	291
Troops. Military assistance to be afforded to the Chief for the defence of ——	292
KUCHAK, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
KUDSIA BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147

SUBJECT.	PAGE.
KUJANG in the Tributary Mahals of Orissa—	
Territorial possessions guaranteed to the Raja of ——	316
KUNBUR (KUNWAR ?), of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
L	
LAPHA, in Chhattisgarh—	
Vikram Singh, the Chief of ——, and tribute payable by him ..	438
LARKA KOLS of Chota Nagpur—	
Account of the ——	369
Allegiance of the ——	381
Education of the children of the ——	381
Revenue payments to be made by the ——	381
Robbers to be surrendered by the ——	381
Travellers to be protected by the ——	381
LATAFAT, MAIN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
LEOKA, in Chanda—	
Gulab Khan, Zamindar of —— and tribute payable by him ..	439
LERAKOL—	
Nagpur Raja granted the pargana of ——	418
LINGIN ISLE in the Eastern Archipelago—	
British settlement not to be formed on ——	241
LOHAR SINGHA—	
Nagpur Raja's cession of ——	433
LUCKNOW—	
Oudh King's Deed of Gift for the poor of the city of —— ..	161
—— HOSPITAL —	
Oudh King's investment for the benefit of the ——	171
LUTAFAT—	
(*See* "Latafat.")	
LUTF-UN-NISA BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
Pension under the Zamanat Wasika to ——	82
LUTF-UN-NISA BIBI, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
M	
MAHABBAT, MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
MAHADEO HILLS, in the Central Provinces—	
Deogarh Zamindars' claim on pilgrims attending the Jatras on the ——	440
MAHBUB, Jr., of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— Sr., of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
MAHBUBAN KHANAM, of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
MAHRAM ALI KHAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147

SUBJECT.	PAGE.
MAJORITY—	
Muhammadan Chiefs' —— fixed at 21 years	12
MAKRAI, in the Central Provinces—	
Account of the Chiefship of ——	401
Adoption sanad conferred on the Chief of ——	444
Capital sentences. Powers of the Chief as regards —	445-446
Chief declared to be a feudatory of the British Government ..	391
Chief's powers to be suspended in case of the maladministration of —— ..	446
Commutation of payment made to —— as compensation for loss of transit duties	401
Compensation for loss of transit duties paid to the Chief of —— ..	401
Criminals to be surrendered by the Chief of ——	445-446
Diwan appointed to conduct the administration of the State ..	402
Fealty bond of the Chief of ——	445-446
Forest Regulations to be attended to by the Chief of ——	446
Lachhu Sah, the present Chief of ——	402
Management of —— taken out of the Chief's hands for maladministration	402
Nazarana rules applicable to ——	402
Powers exercised by the Chief of ——	392
State of —— under the charge of the Deputy Commissioner of the Hoshangabad District	393
Status of the Chief of ——	391
Transit duties not to be levied by the Chief of ——	445-446
Tribute payable by the Chief of ——	402, 445 & 446
Vakil's attendance on the part of the Chief of ——	446
MAKUL, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
MAMULA BEGAM, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	144
MANDLA, in the Central Provinces—	
Nagpur Raja's cession of the district of ——	431
MANZUR, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	145
MARATHA CONFEDERACY—	
Nagpur Raja renounces all connection with the ——	417
MARATHAS—	
Allahabad and Kora Districts. Grant of — extorted by the —— from the Emperor of Delhi	2 & 72
Kanker Chief's service to the ——	397
Karond's tribute to the ——	310
Khairagarh's tribute to the ——	399
Rampur Chiefs' alliance with Oudh Nawab against the —— ..	2
Rohillas defeated by the ——	2
MARIKPUR in the Tributary Mahals of Orissa—	
Territorial possessions guaranteed to the Zamindar of —— ..	316
MASITA BEGAM, of Oudh —	
Pension from the Bahu Begam's Deposit Fund to ——	147
MATIN, in Chhattisgarh—	
Jagarnath Singh, Chief of ——, and tribute payable by him ..	438
MEHTAR, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
MENDU, MIRZA, of Oudh—	
Pension from 1st Oudh Loan to ——	153

SUBJECT.	PAGE.
MIDNAPUR in Bengal—	
Kasim Ali Khan's sanad for the transfer of —— to the English Company	217
Shah Alam's farman confirming the grant of the zamindari of —— to the English	228
MINERAL DEPOSITS —	
Chang Bhakar Zamindar's rights in —— disallowed	450-451
Korea Zamindar's rights in — disallowed	450 451
MINT—	
Benares. Chait Singh permitted to coin money in the —— ..	59
Siraj-ud-Daula's agreement permitting the English Company to establish a —— at Calcutta	182
Siraj-ud-Daula's parwana for the same	184
MIRJAN, Jr., of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	145
—— Sr., of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
MIRZA ALI—	
Pension from Bahu Begam's Deposit Fund to relations, etc., of ——	147
MOHOL (MAHUL?) —	
Oudh Wazir's cession of ——	124
MOHSAN ALI KHAN BAHADUR GHAZANFAR JANG, NAWAB MOHSIN-UD-DAULA MUNTEZ (MUNTAZ ?)-UL-MULK, of Oudh —	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	169
MORBHANJ, Tributary Mahal of Orissa —	
Account of the Chiefship of ——	304
Administration. Chief to consult the British Authority concerned in all important matters of ——	329
Administration of justice entrusted to the Chief of ——	329
Adoption privilege conceded to the Raja of ——	318
Allegiance of the Chief of ——	348
Baunghati portion of —— restored to the Chief	304
Boundaries. Questions relating to — how to be settled	329
Capital sentences. Powers of the Chief as regards —	329
Chief declared to be a feudatory of the British Government	329
Criminal administration entrusted to the Chief of ——	329
Criminal powers of the Chief of ——	329
Criminal powers (personal) of Sriram Chandra Bhanj Deo	304
Criminals to be surrendered by the Chief of ——	329&348
Disputes of —— with other States how to be settled	329
Elephants. Right to catch —	329
Engagement of allegiance and loyalty executed by the Raja of —— ..	348
Khunta Ghat ferry tolls relinquished by ——	349
Krishna Chandra Bhanj's succession to the Raj of ——. Grant to him of the personal title of "Maharaja"	304
Nazarana rules applicable to ——	304
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	329
Principal and largest State of the Tributary Mahals of Orissa ..	304
Railway extension in the —— State	304
Railway(s). Jurisdiction over — lands in the —— State	304
Railway(s). Working of the —— light — by the Bengal Nagpur — Company	304
Refugees to be surrendered by the Chief of ——	329&348
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	329

SUBJECT.	PAGE.
MORBHANJ, Tributary Mahal of Orissa—*concld.*	
Sati to be prevented by the Raja of ——	317-318
Srinath Bhanj, Raja of ——	304
Sriram Chandra Bhanj Deo, Chief of —— present at the Delhi Durbar, 1903	304
Sriram Chandra Bhanj Deo, permitted to exercise criminal powers ..	304
Sriram Chandra Bhanj Deo, the present Chief of ——. Date of his birth. Grant to him of the personal title of "Maharaja"	304
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	329
Title of "Raja" conferred on the Chief of ——	318
Title (personal) of "Maharaja" conferred on Krishna Chandra Bhanj ..	304
Trades to be protected by the Chief of ——	348
Transit duties not to be levied by the Chief of ——	329
Tribute payable by the Chief of ——	304, 329 & 348
Troops. Allowances for the contingent force	348
Troops. Contingent force to be furnished by ——	348
Troops. Supplies for British — from ——	348
MOTAMAD-UD-DAULA BAHADUR, of Oudh—	
Allowance under the 3rd Oudh Loan to ——	158
Disposal of the stipend of ——	158
MOTI KHANAM, of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
MUBARAK MAHAL, NAWAB, of Oudh—	
Allowance under the 3rd Oudh Loan to ——	158
Disposal of the stipend of ——	158
MUBARAK-UD-DAULA, Nawab, Nazim of Bengal—	
Agreement executed by —— on his accession to the Subadari of Bengal	232
Annual sum for the support of the Nizamat accepted by —— ..	232
MUBARAK-UN-NISSA BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
MUHAMDI (MUHAMMADI) BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
MUHAMMAD ALI, MIR, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
—— ALI KHAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
MUHAMMAD ALI SHAH, King of Oudh— (*See* "Oudh.")	
—— IBRAHIM KHAN, SHARF-UD-DAULA MUZAFFAR-UL-MULK, of Oudh—	
Appointment of —— as Vakil of Stipendiaries under the 6th Oudh Loan	168
Pension from the 6th Oudh Loan to ——	167
—— KHAN, of Farrukhabad—	
Pension to ——	52
—— TAKI KHAN, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Pension under the Zamanat Wasika to ——	82
—— Zillah, of Farrukhabad—	
Pension to ——	52
MUHAMMADAN CHIEFS—	
Majority of —— fixed at 21 years	12
MUKHADDARI AULIYA, NAWAB, of Oudh—	
Allowance under the 5th Oudh Loan to ——	160

SUBJECT.	PAGE.
MULBOSS KAWSS—	
Oudh Wazir's cession of ——	98
MULKI ZAMANA BEGAM, NAWAB, of Oudh—	
Allowance under the 5th Oudh Loan to ——	160
MULLAJI—	
Nagpur Raja's cession of the district of ——	432
MUMTAZ MAHAL, of Oudh —	
Allowance under the 3rd Oudh Loan to ——	158
Disposal of the stipend of ——	158
MURAMGAON, in Chanda—	
Kalean Thakur, Zamindar of ——, and tribute payable by him ..	439
MURSHIDABAD —	
Ali Kadr Saiyid Hasan Ali Mirza, Nawab Bahadur of ——. Annual allowance assigned to —	177
Debts of the Nawab Nazim of ——. Appointment of Commissioners to arrange for liquidation of the —	177
Mansur Ali Khan. Death of —	177
Mansur Ali Khan granted a personal salute of 19 guns	177
Mansur Ali Khan, Nawab Nazim of ——. Permanent residence in England of —	177
Mansur Ali Khan. Retirement of — from the position of Nawab Nazim of ——	177
Mansur Ali Khan. Stipend assigned to —	177
Nawab Nazim of —— declared incapable of contracting any pecuniary obligations	177
Nizamat affairs. Final settlement of the —	177
Nizamat headquarters established at ——	224
Precedence of the Nawab Bahadur of —— over all titled nobles of Bengal	177
Salute enjoyed by Mansur Ali Khan	177
Title of "Nawab Bahadur of ——" granted to the eldest son of Mansur Ali Khan	177
Title of "Nawab Nazim of Bengal, Behar and Orissa." Extinction of —	177
MURTAZA HAKIM, MIR, of Oudh —	
Pension from Bahu Begam's Deposit Fund to ——	147
MUSHTAK ALI KHAN, NAWAB —	
Succession of —— to the Chiefship of Rampur	4
MUTHUNGHAT, in Chhindwara—	
Daulat Sah, Zamindar of ——, and tribute payable by him ..	442
MUZAFFAR JANG, of Furrakhabad—	
Allowances for the Mahals of ——	51
—— JANG, of Oudh —	
Oudh Wazir to provide for —— and certain members of his family	108

N

NADIR MIRZA, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	144
NAGPUR, in the Central Provinces—	
Account of the ruling family of ——	383
Accredited Ministers. Arrangement relating to the residence of — ..	416

Subject.	Page.
Nagpur, in the Central Provinces—*contd.*	
Administration of —— placed under British management during minority of Raja Raghuji Bhonsla	385
Aggressions not to be committed by the Raja of ——	422
Agreement on the restitution of Sambalpur and Patna to the Raja of ——	417
Amount of subsidy to be paid by ——	434
Annexation of ——	385
Appa Sahib. Deposal of ——	385
Appa Sahib's attack on the Residency	385
Appa Sahib's intrigues with the Marathas	385
Appa Sahib's succession to the Raj of ——	384
Athgaon ceded by the Raja of ——	433
Balasor port and district ceded by the Raja of ——	415
Bamra ceded by the Raja of ——	433
Bamra restored to the Raja of ——	418
Banjaras to be furnished by the Raja of ——	431
Bargarh ceded by the Raja of ——	433
Bargarh restored to the Raja of ——	418
Bastar guaranteed protection by the Raja of ——	448
Bengal. Raja's despatch of a force for the invasion of — ..	383
Berar to be ceded by the Raja of ——	424
Betul district ceded by the Raja of ——	432
Boni (Bori?) restored to the Raja of ——	418
Borasambar ceded by the Raja of ——	433
Borasambar restored to the Raja of ——	418
Bori ceded by the Raja of ——	433
British Agent to be deputed to ——	414
British guarantee to the territorial possessions of the Raja of —— ..	420 &427
Cantonment of the subsidiary force in ——	420
Chanda district and its dependencies placed under British management	428
Chauragarh district ceded to the Raja of ——	432
Chhattisgarh and its dependencies placed under British management ..	428
Chiefs' and Zamindars' engagements to be respected by the Raja of ——	434
Contingent force in —— to be disbanded	434
Contingent to be maintained by the Raja of ——	422
Court of Wards. Management of —— assumed by the —	386
Court of Wards. Management of —— withdrawn from the — ..	386
Cuttack ceded by the Raja of ——	415
Cuttack. Failure of negotiations with —— for the cession of — ..	383
Deogarh district placed under British management	428
Deoli ceded by the Raja of ——	433
Disputes. Arbitration in — of the Raja of ——	416&422
Districts placed under British management	428
Districts under British management restored to the Raja of —— ..	434
Engagement in modification of certain articles of the treaty of 1826 concluded with ——	434
Feudatories' treaties with the British Government. Raja's confirmation of ——	416
Foreign States. Raja's engagement not to enter into relations with —	422&426
Foreigners not to be employed by the Raja of ——	416
Forts. Surrender of — in ——	425
Frontiers of the territory of ——	415
Gangpur ceded by the Raja of ——	433
Gangpur restored to the Raja of ——	418
Garha Mandla. Raja's expedition against —	414
Garrison of forts. Arrangement regarding —	430
Gawilgarh to be ceded by the Raja of ——	424
Ghariband pargana restored to the Raja of ——	418
Gond Raja's agreements to be maintained by the Raja of —— ..	434

SUBJECT.	PAGE.
NAGPUR, in the Central Provinces—*contd.*	
Grain to be stored by the Raja of —— for military requirements ..	430
Haidar Ali. Contingent of horse to be furnished by —— for service against —	414
Interference in affairs of ——	422
Janoji Ghonsla's adoption by the widows of the late Raja of ——	386
Janoji's (1st) succession	383
Jashpur to be ceded by the Raja of ——	424
Jubbulpore District ceded by the Raja of ——	431
Karond tribute to ——	310
Khariar ceded by the Raja of ——	433
Kotipad pargana confiscated by ——	394
Kotipad pargana granted to Jaipur on military tenure	394
Lachman Rao. Partition of the estate between — and his brother, Raghoji Rao	386
Laujhi and its dependencies placed under British management ..	428
Lohar Singha ceded by the Raja of ——	433
Mandla district ceded by ——	431
Maratha Confederacy. Raja renounces all connection with the —	417
Military assistance to be rendered by the Raja of ——	420 &422
Military expenses. Raja's engagement to contribute towards — ..	429
Minister to conduct the administration of ——	425 &429
Ministers. Arrangements relating to the residence of accredited — ..	416
Mullaji district ceded by the Raja of ——	432
Nawagarh ceded by the Raja of ——	433
Nawagarh pargana restored to the Raja of ——	418
Orissa. Madhoji bought off from his invasion of —	383
Parsoji's succession to the Raja of ——	384
Pasture lands to be furnished by ——	430
Patna district restored to the Raja of ——	417-418
Patna zamindari and its dependencies ceded by the Raja of —— ..	433
Peshwa's confirmation of the treaty with ——	384
Phuljhar ceded by the Raja of ——	433
Provisional agreement concluded with the Raja of ——	424
Raghoji Rao. Partition of the estate between — and his brothers, Lachhman Rao	386
Raghoji's (1st) sway over tract of country belonging to —— ..	383
Raghoji's (2nd) assumption of the administration of —— ..	384
Raghoji's (2nd) machinations against the English	384
Raghoji's (2nd) power broken at the battles of Assaye and Argaum	384
Raghoji's (3rd) succession to the Raja of ——	386
Raigarh incorporated with the British dominions	418
Rairakhol ceded by the Raja of ——	433
Rairakhol restored to the Raja of ——	418
Raja renounces all claims in the ceded territory	427
Raja's subjection to British Resident in matters of administration of ——	434
Ramun ceded by the Raja of ——	433
Rebels not to be afforded an asylum in ——	423
Regency formed under Appa Sahib for the conduct of the affairs of——	384
Residency attacked by Appa Sahib	385
Rewa district ceded by the Raja of ——	432
Sabaji's usurpation of the government of ——	383
Sakti ceded by the Raja of ——	433
Sakti restored to the Raja of ——	418
Sambalpur district restored to the Raja of ——	418
Sambalpur zamindari ceded by the Raja of ——	433
Sarangarh ceded by the Raja of ——	433
Sarangarh restored to the Raja of ——	418
Sarguja to be ceded by the Raja of ——	424

SUBJECT.	PAGE.
NAGPUR, in the Central Provinces—*concld.*	
Schedule of districts ceded by the Raja of ——	431
Seoni district ceded by ——	432
Sitabaldi Hills annexed to British territory	425 & 430
Sohagpur Bhagdokar ceded by the Raja of——	433
Sonpur ceded by the Raja of——	433
Sonpur restored to the Raja of ——	418
Subsidy to be paid by the Raja of ——	425&434
Territorial exchanges agreed to by the Raja of ——	427
Territory ceded by the Raja of ——	415, 424 & 427
Territory under British management replaced under the Raja of ——	428
Titles and insignia of Sena Sahib Suba assumed by the Raja of ——	426
Tonagir pargana restored to the Raja of ——	418
Treaty concluded on the restoration of the Raja to the gadi of ——	425
Treaty of alliance concluded with Madhoji Bhonsla of—— ..	414
Treaty of defensive alliance concluded with the Raja of —— ..	419
Treaty of peace concluded with the Raja of ——	415
Tributary Chiefs and Zamindars of ——. Arrangement for the conduct of the affairs of the —	428
Troops. Arrangement relating to the strength and stationing of British—	426
Troops. British force subsidised by the Raja of ——	421
Troops. Cantonment of the subsidiary force in ——	420
Troops. Contingent — to be disbanded	434
Troops. Contingent —to be maintained by the Raja of —— ..	422
Troops. Employment of additional British —	421
Troops. Employment of the subsidiary force	422
Troops. Expenses of the contingent horse furnished by the Raja of ——	414
Troops. Force to be maintained by the Raja of ——	434
Troops. Garrison of forts	430
Troops. Horse to be furnished by —— for service against Haider Ali ..	414
Troops. Irregular horse to be maintained by the Raja of —— ..	435
Troops. Military assistance to be rendered by the Raja of —— ..	420&422
Troops. Military expenses to be contributed to by the Raja of —— ..	429
Troops. Payment of subsidiary force by the Raja of ——	421
Troops. Strength of the subsidiary force to be stationed at —— ..	420
Troops. Supplies for subsidiary force to be exempt from duty in —— ..	421
Troops to be maintained by the Raja of ——	428
Vakils at Foreign Courts. Raja engages not to maintain — ..	426
Zamindari taluks ceded by the Raja of ——	432
(*See* " Berar " and " Central Provinces.")	
NAJAF ASHRAF, in Arabia—	
Allowance under 3rd Oudh Loan to the Imambara of ——	158
Bahu Begam's donation to the Shrine of ——	140
NAJM-UD-DAULA, Nazim of Bengal—	
Annual sum for the support of the Nizamat accepted by —— ..	229
British Agent to reside at the Court of ——	224
Subadari of Bengal, Behar and Orissa conferred on ——	222
Vakil on the part of —— to reside at Calcutta	224
NANDGAON, in Chhattisgarh —	
Account of the Chiefship of ——	402
Administration in the hands of the Government of India during the minority of the Chief	403
Adoption sanad conferred on the Chief of ——	444
Balram Das, Chief of ——	402
Capital sentences. Powers of the Chief as regards — ..	438, 445 & 446
Celibacy observed by the Chiefs of ——	402

SUBJECT.	PAGE.
NANDGAON in Chhattisgarh—*concld.*	
Chief declared a feudatory of the British Government	391
Chief's powers to be suspended in case of the maladministration of —— ..	446
Criminals to be surrendered by the Chief of ——	445-446
Fealty bond of the Chief of ——	445-446
Forest regulations to be attended to by the Chief of —— ..	446
Mahant Rajendra Das's succession to the Raj of ——. Date of his birth..	403
Nazarana rules applicable to ——	403
Powers exercised by the Chief of ——	392, 445 & 446
Railway lands, with jurisdiction thereon, ceded by the Chief of ——	403&465
Status of the Chief of ——	391
Succession maintained by adoption in ——	402
Title of Raja conferred on Balram Das, Chief of ——	402
Transit duties not to be levied by the Chief of ——	445-446
Tribute payable by the Chief of ——	403, 445 & 446
Vakils' attendance on the part of the Chief of ——	446
——ZAMINDARI, in Chhattisgarh—	
Mohjiram Mahant, Zamindar of —— and tribute payable by him ..	438
NARRA, in Chhattisgarh—	
Jait Singh, Zamindar of —— and tribute payable by him ..	438
NARSINGHPUR, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	304
Administration. Chief to consult the British authority concerned in all important matters of ——	330
Administration of —— controlled by the British Government owing to the incapacity of the Chief	304
Administration of justice entrusted to the Chief of ——	330
Adoption sanad conferred on the Chief of ——	318
Boundaries. Questions relating to — how to be settled	330
British administration. —— placed under —	304
Capital sentences. Powers of the Chief as regards —	330
Chief declared to be a feudatory of the British Government	330
Criminal administration entrusted to the Chief of ——	330
Criminal powers of the Chief of ——	330
Criminals to be surrendered by the Chief of —— ..	314, 315 & 330
Disputes of —— with other States how to be settled	330
Elephants. Right to catch —	330
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	330
Refugees to be surrendered by the Chief of —— ..	314, 315 &330
Sadhu Charan Man Singh Hari Chandan Mahapattra, Chief of —— ..	304
Sati to be suppressed in ——	317
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	330
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	330
Territorial possessions guaranteed to the Chief of —— ..	316
Title of "Raja" conferred on ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	330
Tribute payable by the Chief of ——	305, 315, & 330
Troops. Allowances for the contingent force	314-315

SUBJECT.	PAGE.
NARSINGHPUR, Tributary Mahal of Orissa— *concld.*	
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for British — from ——	314-315
NASIM, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to ——	145
NASIR-UD-DIN HAIDAR, King of Oudh	83
NAUBAHAR, of Oudh—	
Pension from 5th Oudh Loan to ——	167
NAUBATI KHANAM, of Oudh—	
Pension from the 5th Oudh Loan to ——	167
NAUROZ, MIAN, of Oudh—	
Pensions from Bahu Begam's Deposit Fund to ——	147
NAUROZI KHANAM, NAWAB, of Oudh—	
Stipend under the 5th Oudh Loan to ——	166
NAWAB BAHADUR, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	144
—— BEGAM of Oudh—	
Allowance under the 3rd Oudh Loan to ——	159
Disposal of the stipend of ——	159
—— BIBI, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	144
—— MIRZA, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	144
NAWABGANJ—	
Oudh Wazir granted the pargana of ——	156
Oudh Wazir's cession of ——	124
NAWAGARH, in the Central Provinces—	
Pargana of —— ceded to Government	433
Pargana of —— restored to the Raja of Nagpur	418
NAYAGARH, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	305
Administration. Chief to consult the British authority concerned in all important matters of —	331
Administration of —— controlled by the British Government owing to the incapacity of the Chief	305
Administration of justice entrusted to the Chief of ——	331
Adoption sanad granted to the Raja of ——	318
Allegiance of the Raja of ——	314-315
Boundaries. Questions relating to — how to be settled	331
Capital sentences. Powers of the Chief as regards —	331
Chief declared to be a feudatory of the British Government	331
Criminal administration entrusted to the Chief of ——	331
Criminal powers of the Chief of ——	331
Criminals to be surrendered by the Chief of —— ..	314, 315 & 331
Disputes of —— with other States how to be settled	331
Elephants. Right to catch —	331
Narayan Singh Mandhata's adoption by the Rani of the late Chief, and his succession to the Raj of ——. Date of his birth	305
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	231
Raghunath Singh Mandhata, Raja of ——	305
Refugees to be surrendered by the Chief of —— ..	314, 315 & 331

SUBJECT.	PAGE.
NAYAGARH, Tributary Mahal of Orissa—*concld.*	
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	331
Sati to be suppressed by the Raja of ——	317-318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	331
Territorial possessions guaranteed to the Chief of ——	316
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	331
Tribute payable by the Raja of ——	305, 315 &331
Troops. Allowances for the contingent force	314-315
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for British — from ——	314-315
NAZAR ALI, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
NAZARANA—	
Athmallik liable to pay ——	300
Bamra ,, ,, ,, ——	310
Baster ,, ,, ,, ——	396
Bod ,, ,, ,, ——	301
Bonai ,, ,, ,, ——	308
Chang Bhakar ,, ,, ,, ——	396
Gangpur ,, ,, ,, ——	308
Garhwal (Tehri) ,, ,, ——	33
Jashpur ,, ,, ,, ——	397
Kankar ,, ,, ,, ——	398
Karound or Kalahandi liable to pay ——	311
Kawardha liable to pay ——	399
Khairagarh ,, ,, ,, ——	399
Kharsawan ,, ,, ,, ——	369
Kondka or Chhuikhadan liable to pay ——	400
Korea liable to pay ——	401
Kuch Behar ,, ,, ,, ——	291
Makrai ,, ,, ,, ——	402
Morbhanj ,, ,, ,, ——	304
Nandgaon ,, ,, ,, ——	403
Pal Lahara ,, ,, ,, ——	306
Patna ,, ,, ,, ——	312
Rampur ,, ,, ,, ——	5
Rairakhol ,, ,, ,, ——	312
Sarangarh ,, ,, ,, ——	405
Saraikala ,, ,, ,, ——	369
Sarguja ,, ,, ,, ——	406
Sonpur ,, ,, ,, ——	313
Udaipur ,, ,, ,, ——	406
NAZIM ALI KHAN, of Rampur—	
Pension to ——	15
NEKROZ, of Oudh—	
Pension from the Bahu Begam's Deposit Fund to —— ..	145
NILGIRI, Tributary Mahal of Orissa —	
Account of the jagir of ——	305
Administration. Chief to consult the British authority concerned in all important matters of —	332
Administration of justice entrusted to the Chief of ——	332
Adoption sanad conferred on the Raja of ——	318
Allegiance of the Chief of ——	314, 315&349

SUBJECT	PAGE.
NILGIRI, Tributary Mahal of Orissa—*concld.*	
Boundaries. Questions relating to — how to be settled	332
Capital sentences. Powers of the Chief as regards —	332
Chief declared to be a feudatory of the British Government	332
Criminal administration entrusted to the Chief of ——	332
Criminal powers of the Chief of ——	332
Criminals to be surrendered by the Chief of —— ..	314, 315 & 332&349
Disputes of —— with other States how to be settled	332
Elephants. Right to catch —	332
Krishna Chandra Mardraj Hari Chandan, Raja of ——	305
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	332
Refugees to be surrendered by the Chief of ——	314, 315 & 332 & 349
Sanad defining the status, powers, and position of the Chief of—— with reference to the British Government	332
Sati to be prevented by the Raja of ——	317-318
Shyam Chandra Mardraj Hari Chandan deprived temporarily of his powers	305
Shyam Chandra Mardraj Hari Chandan's succession to the Raj of ——. Date of his birth	305
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	332
Territorial possessions guaranteed to the Raja of ——	316
Title of "Raja" conferred on the Thakur of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	332
Tribute payable by the Raja of ——	305, 315, 332 & 349
Troops. Allowances for the contingent force	314, 315 & 350
Troops. Contingent force to be furnished by —— ..	314, 315 & 350
Troops. Supplies for British — from ——	314, 315, 349 & 350
NIMAR, Central Provinces—	
Holkar's engagement to abolish transit duties on the railway line in ——	387
Transfer of —— to the Central Provinces	386
——ZAMINDARS—	
Pensions to ——	436-437
Revenues to be paid by ——	436
Sanad confirming rights of the ——	436
NISHAT of Oudh—	
Pension from the Bahu Begam's Deposit Fund to ——	145
NIZAMAT of Murshidabad—	
Mubarak-ud-Daula's acceptance of an annual sum for the support of the ——	232
Najm-ud-Daula's acceptance of an annual sum for the support of the ——	229
Saif-ud-Daula's acceptance of an annual sum for the support of the ——	231
O	
OPIUM—	
Balaghat Zamindar's engagement regarding ——	478
Chanda Zamindar's engagement regarding ——	478
Chhattisgarh Zamindar's engagement regarding ——	478

SUBJECT.	PAGE.
OPIUM—*concld.*	
Conventions between Great Britain and France ..	179, 180, 255, 278, 279 &283
French rights in connection with the —— trade converted into an annual payment	180
ORISSA—	
Administration of civil and criminal justice in the Tributary Mahals of ——. Rules framed for the —	298
Adoption sanads granted to the Chiefs of the Tributary Mahals of —— ..	299 &318
Athmallik placed under the Superintendent of the Tributary Mahals of ——	390
Bengal Regulations. Exemption of the Tributary Mahals of —— from the operation of the —	299
Bod placed under the Superintendent of the Tributary Mahals of —— ..	390
Chiefships in the Tributary Mahals of ——	298
Criminal justice. Powers of British Courts in respect of — in the Tributary Mahals of ——	299-300
French Settlements in ——. Jafar Ali Khan's agreement to prevent —	186
Jafar Ali Khan's sanad to the English Company for privileges of trade in ——	187
Kasim Ali Khan's assumption of the Niabat of the Subadari of Bengal, Behar and ——	215
Madhoji Bhonsla bought off from the invasion of ——	383
Political Agent. Appointment of a — for the States in the Tributary Mahals of ——	298
Salt. Monopoly and restrictions on free transit of — abandoned by the Chiefs of the Tributary Mahals of ——	299
Sati to be prevented by Chiefs of the Tributary Mahals of ——	299, 317 & 318
Shah Alam's farman granting the English Company the Diwani of Bengal, Behar and ——	225
Siraj-ud-Daula's dastak for the English Company's privileges of trade in ——	183
States of Bamra, Kalahandi (or Karound), Patna, Rairakhol and Sonpur and the Barasambar zamindari transferred from the Central Provinces to the Tributary Mahals of ——	298, 308, 390 &391
Superintendent of the Tributary Mahals of ——. Creation of the office of —	298
Territorial possessions guaranteed to the Chiefs of the Tributary Mahals of ——	316
Title of "Raja" conferred on the Chiefs of the Tributary Mahals of ——	318-319
Tributary Mahals of ——. Account of the —	298
Tributary Mahals of —— declared not to form part of British India	299
OUDH—	
Account of the province	77
Additional cost of two British regiments to be paid for by —— ..	118
Administrative arrangements suggested for the improvement of ——	104
Administrative reforms proposed to be introduced in —— ..	132 &165
Agreement concluded with Nawab Asaf-ud-Daula for the reduction of his Sibandi payment	102
Agreement of Nawab Saadat Ali Khan regarding Bahu Begam's jagirs	122

SUBJECT.	PAGE.
OUDH—*contd.*	
Agreement of the Nawab Wazir for the payment of the administration expense of the Company's military establishment	117
Agreement relating to the Fort of Allahabad	94
Agreement relating to the fort of Chunar	93
Agreement with Ghazi-ud-din Haidar for a perpetual loan ..	157
Agreement with the Nawab Wazir of ——	104
Ahmad Ali Khan appointed Minister of ——	132
Allahabad and Kora. Conditions for payment by —— of the purchase-money for —	95
Allahabad district ceded by ——	124
Allahabad district purchased by the Nawab Wazir of —— ..	95
Allowances assigned to Wajid Ali Shah, ex-King of —— ..	87
Alluvial lands. Agreement regarding —	131
Amanat Wasika. Explanation of the term —	81
Amjad Ali Shah's accession to the masnad of ——	84
Anderson's (Mr.) dues to be liquidated by ——	111
Annexation of ——	87
Arrears of subsidy to be discharged by ——	119
Asaf-ud-Daula's accession to the masnad of ——	78
Asaf-ud-Daula's engagement not to interfere in the affairs of the Bahu Begam	102
Asaf-ud-Daula's family to be provided for by ——	121
Azimgarh district ceded by ——	124
Bahu Begam's property made over to Wazir of ——	81
Balwant Singh's zamindari continued by ——	90
Bareilly Chakla ceded by ——	124
Begams at Benares. Pensions of — included in the subsidy from ——	119
Benares District ceded by ——	98
Benares Mint transferred to the British Government by the Nawab Wazir of ——	98
Benares pensions commuted for territorial cession	124
Benares restored to the Nawab Wazir of ——	90
Benares zamindari conferred on Chait Singh by the Nawab Wazir of ——	57
Benares zamindari tribute to ——	57
Bijaipur Bahdur ceded by ——	98
British guarantee to Chait Singh of Benares for the sanad from ——	58
British guarantee to Ghazi-ud-din Haidar regarding former treaties with ——	137
British guarantee to protect the territory of ——	98 & 125
British relation with ——. Narrative of —	77
Butwal ceded by ——	124
Chait Singh's dues to be paid by ——	99
Chait Singh's territory transferred to the Company by the Nawab Wazir of ——	98
Chunar Sarkar ceded by ——	98
Collateral relatives of Wajid Ali Shah to be maintained separately by Government	87-88
Commercial treaty of 1788 to be enforced by Nawab Saadat Ali Khan	121
Commercial treaty of 1788 with Nawab Asaf-ud-Daula	112
Criminal Court. Wajid Ali Shah exempted from jurisdiction of —	87
Criminals. Arrangements with —— for mutual extradition of — ..	130
Customs Chaukis established for payment of duties	113
Customs Pass system established	112
Dâk expenses to be met by ——	107
Defence of territory of ——. Arrangement for —	89
Depredations to be mutually prohibited	97

SUBJECT.	PAGE.
OUDH—*contd.*	
Duties leviable in ——	113
Engagement of Nawab Ghazi-ud-Din Haidar to observe existing treaties	137
Etawah Chakla ceded by ——	124
European deserters to be surrendered	90 &97
Europeans not to be entertained in service of ——	97 &121
Europeans to be dismissed from service of ——	97 & 121
Exemption from duties not to be claimed by ——	112
Exemption of Wajid Ali Shah from jurisdiction of Criminal Courts	87
Ex-King and successor assigned a pension of 12 lakhs	87
Ex-King exempted from jurisdiction of the Civil Courts	88
Ex-King exempted from jurisdiction of Criminal Courts	87
Ex-King's title a life one	87
Ex-King. Death of — and disposal of his property	88
Export duty on goods	113
Faizulla Khan, of Rampur. ——'s relation with —. (*See* "Rampur").	
Farrukhabad. ——'s relations with —. (*See* "Farrukhabad.")	
Foreign States. Nawab not to enter into relations with — ..	121
Ghazipur ceded by the Nawab Wazir	98
Ghazi-ud-Din Haidar raised to the throne in 1819	80
Gorakhpur ceded by the Nawab Wazir	124
Governor General. Memorandum of result of discussions between the — and the Nawab Wazir, 1802	127
Hafiz Rahmat Khan's engagement to pay 40 lakhs to —— for expulsion of Marathas	6
Husainabad Imambara. Muhammad Ali Shah's Deed of Trust for expenses of —	168
Import duty on British piece-goods	113
Indemnity for war expenses to be paid by Nawab Wazir ..	90
Investments in Government securities by the Nawab Wazir ..	84
Investments made on behalf of pensioners by the Kings of —— ..	84
Jagirs permitted to be resumed by the Nawab Wazir	103
Jaunpur ceded by the Nawab Wazir	98
Kasim Ali Khan, ex-Subadar of Bengal, not to be entertained or received by the Nawab Wazir	90
Kasim Ali Khan to be surrendered by ——	97
Khairagarh ceded by ——	124
Khairagarh tract transferred to ——	155
Kora Chakla ceded by ——	124
Kora Chakla purchased by ——	95
Loans given by the King of —— to Government	82-83
Lucknow Hospital. Muhammad Ali Shah's Deed of Trust for the benefit of the —	171
Lucknow Residency disbursements to be met by the Nawab Wazir ..	107
Maladministration of ——	84
Mercantile disputes how to be settled in ——	116
Mirza Ali's legitimacy repudiated	79
Mohul ceded by ——	124
Muhammad Ali Shah's accession to the masnad of —— ..	83
Muhammad Ali Shah's Deed of Trust for the benefit of the Lucknow Hospital	171
Muhammad Ali Shah's Deed of Trust for the expenses of the Husainabad Imambara and for the payment of certain pensions ..	168
Muhammadan tribunals for the administration of justice to be established in ——	128
Mulboss Kawss ceded by ——	98
Nasir-ud-Din Haidar's accession to the masnad	83
Nasir-ud-Din Haidar's Deed of Gift to the poor of Lucknow ..	161
Navigation to be free on boundary rivers of ——	126

SUBJECT.	PAGE.
OUDH—*contd.*	
Nawab Wazir's property and gardens in ceded districts to be made over to him	131
Nawabganj ceded by ——	124
Pension assigned to Wajid Ali Shah	87
Privy purse for the Nawab Wazir	104
Public treasury to be established in ——	104
Rampur. Deed of acknowledgment executed by the Nawab Wazir for observance of engagement with —	16
Rampur. Oudh's relations with —. (*See* "Rampur.")	
Refugees to be surrendered by the Nawab Wazir	97
Relations with the Court of the Nawab Wazir defined ..	132
Religious buildings in ceded districts not to be injured	131
Remission of a portion of the arrears due from the Nawab Wazir ..	110-111
Residency office to be continued as a charge against —— ..	103
Resident constituted a channel of communication with the Nawab ..	133
Resident not to interfere with the Nawab Wazir	108
Resident to be continued at the Court of the Nawab Wazir ..	108
Resident to inspect public accounts in ——	104
Resident's intercourse with the Nawab Wazir	133
Resident's powers in the affairs of ——	105 &128
Revenue assignments made by —— to be maintained	105
Revenue balances from ceded districts to be adjusted	130
Revision of Nawab Wazir's establishment	121
River boundaries of ——	135
Rohilla Sardar's treaty of alliance with ——	6
Saadat Ali Khan's confirmation of all previous engagements ..	118
Saadat Ali Khan's stipend to be paid by the Nawab Wazir ..	107
Saadat Khan, the founder of the late reigning family of —— ..	77
Safdar Jang's accession to the masnad of ——	77
Saktisgarh ceded by ——	98
Salt import duty in ——	113
Scott's (Major) deputation to Lucknow	80
Shore's (Sir John) visit to ——	79
Shuja-ud-Daula granted the title of "Wazir"	77
Shuja-ud-Daula's accession to the masnad	77
Shuja-ud-Daula's arrears to the Company to be paid by the Nawab Wazir	100
Shuja-ud-Daula's dominions restored by order of Court of Directors..	77
Shuja-ud-Daula's territories given to the Emperor of —— ..	77
Sindhia's Residency expenses to be met by the Nawab Wazir ..	107
Sombre, the assassin not to be sheltered in ——	90
Sombre, to be surrendered by the Nawab Wazir	97
Stipendiaries under Deed of Deposit of the Bahu Begam of —— ..	144
Stipendiaries under Muhammad Ali Shah's Deed of Trust ..	168
Stipendiaries under the 1st —— Loan	153
Stipendiaries under the 3rd —— Loan	158
Stipendiaries under the 5th —— Loan	160
Subsidiary payment from —— limited to 50 lakhs	107
Subsidy arrangement with ——	119-120
Subsidy commuted for territorial cessions	122
Subsidy. The annual instalment for payment of the — ..	122
Talukdars not to levy duties in ——	115
Territorial cessions by Nawab	98
Territorial cessions in commutation of subsidy from —— ..	124
Territorial cession to the Nawab Wazir in commutation of the 2nd Oudh Loan	82 &155
Territorial exchanges with the Nawab Wazir	155
Title of "King" granted to the Nawab Wazir of —— ..	82
Title of "Wazir" granted to Shuja-ud-Daula	77

SUBJECT.	PAGE.
OUDH—*concld.*	
Trade privileges to English	90
Transit duties at Allahabad to be paid to the Nawab Wazir ..	131
Transit duties in ——	113
Treaties with Nawab Asaf-ud-Daula	97 &105
Treaties with Nawab Shuja-ud-Daula	89 & 95
Treaty proposed on assumption of administration of —— by the British Government	85
Treaty with Ghazi-ud-Din Haidar relative to territorial exchanges ..	155
Treaty with Muhammad Ali Shah for the organization of an auxiliary force	162
Treaty with Nasir-ud-Din Haidar relative to a loan	159
Treaty with Nawab Saadat Ali Khan confirmatory of previous engagements	118
Treaty with Saadat Ali Khan for territorial cessions in commutation of subsidy	123
Treaty with Saadat Ali Khan relative to river boundaries ..	136
Treaty with Shuja-ud-Daula restricting the number of his troops ..	92
Trial of the ex-King Wajid Ali Shah for other than capital offences. Arrangement for —	87
Troops. Auxiliary force for the defence of ——	162-163
Troops. Brigade of English — stationed in —— to be paid for by the Nawab Wazir	103
Troops. British force to be maintained for the defence of —— ..	119
Troops. British force to be stationed in ——	125
Troops. British officer to be employed in the auxiliary force organised for ——	164
Troops. British — to be maintained at Fatehgarh	106
Troops. British — to be stationed at Cawnpore	107
Troops. British — to be withdrawn from ——	91
Troops. Cantoning of the British auxiliary force in ——	164
Troops. Defence of ——	89
Troops. Expense of auxiliary force	164
Troops for protection of Residency to be paid for by the Nawab Wazir ..	103
Troops. Force to be maintained by ——	92
Troops. Military force to be maintained by the Nawab Wazir ..	125
Troops. Nawab Wazir to reduce his Sibandi and other —	104
Troops. Payment for British — reduced	103
Troops. Payment of expenses of a British auxiliary force by the Nawab Wazir	96 & 98
Troops. Payment of the Sibandi and other —	104
Troops. Services of the auxiliary force defined	164
Troops. Shuja-ud-Daula's army restricted to 35,000 —	77
Troops. Treaty with Muhammad Ali Shah for the organization of an auxiliary force	162
Troops. Treaty with Shuja-ud-Daula restricting the number of his — ..	92
Troops. Withdrawal of temporary brigade from ——	103
Wajid Ali Shah's accession to the masnad	84
Wazir Ali Khan's stipend from ——	119
Wellesley's (Hon'ble Mr.) deputation to Lucknow	80
Zamanat Wasika. Explanation of the term —	81
—— LOAN (1st)—	
Balance of amount of the ——	82
Contracted in 1814	82
Governor General's receipt for a portion of the ——	154
Pensioners from the ——	153
Re-payments under the ——	82
—— LOAN (2nd)—	
Contracted in 1815	82
Territory transferred in cancellation of the ——	82

Subject.	Page.
OUDH LOAN (3rd)—	
British guarantee to stipendiaries under the ——	157
Contracted in 1825	82
Interest by solar years on ——	158
Mubarak Mahal's (Nawab) allowance under ——	158
Najaf Ashraf Imambara. Allowance to — under the —— ..	158
Perpetuity of the ——	157
—— LOAN (4th)—	
Contracted in 1826	83
—— LOAN (5TH)—	
Amount repaid of the ——	83
Contracted in 1829	83
Nasir-ud-Din Haidar's investment in the ——	159
Stipendiaries under the ——	160
—— LOAN (6TH)—	
Contracted in 1838	84
Muhammad Ali Shah's investment in the ——	84
Perpetuity of the ——	84
Stipendiaries under the ——	166
OUTLAW(S)—	
Tafazzul Husain, ex-Nawab of Farrukhabad, declared an —— ..	49
P	
PACHMARHI, in Chhindwara—	
Mohan Singh, Zamindar of ——, and tribute payable by him ..	442
PADSHAH KHANAM, NAWAB, of Oudh—	
Stipend under the 6th Oudh Loan to ——	166
PAGARA, in Chhindwara—	
Pratap Singh, Zamindar of ——, and tribute payable by him ..	442
PAL LAHARA, Tributary Mahal of Orissa—	
Account of the petty Chiefship of ——	305
Administration. Chief to consult the British authority concerned in all important matters of —	333 &350
Administration of —— controlled by the British Government ..	306
Administration of justice entrusted to the Chief of ——	333&350
Adoption sanad granted to the Zamindar of ——	318
Boundaries. Questions relating to — how to be settled	333&350
Capital sentences. Powers of the Chief as regards —	333&350
Chakradhar Pal (Muni Pal) granted the title of "Raja Bahadur" ..	306
Chief declared to be a feudatory of the British Government	333&350
Criminal administration entrusted to the Chief of ——	333&350
Criminal powers of the Chief of ——	333&350
Criminals to be surrendered by the Chief of ——	333&350
Disputes of —— with other States how to be settled	333&350
Duti Krishna Ganeswar Pal, the present Chief of ——	306
Duti Krishna Pal (Ganeswar Pal). Succession of — to the Raj of ——. Date of his birth	306
Elephants. Right to catch —	333 &350
Keunjhar Chief not to interfere in the local affairs of —— ..	306
Keunjhar Chief's interference in a succession dispute in —— ..	305
Keunjhar. The Chief of —— declared a tributary of — ..	306
Nazarana rules applicable to ——	306
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	333&350
Refugees to be surrendered by the Chief of ——	333&350

SUBJECT.	PAGE.
PAL LAHARA, Tributary Mahal of Orissa—*concld.*	
Sanads defining the status, powers, and position of the —— State with reference to the British Government	333&350
Sati to be prevented by the Zamindar of ——	317-318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	333&350
Title of "Raja Bahadur" conferred on Raja Chakradhar Pal ..	306
Title of "Raja" conferred on the Chief of ——	318-319
Transit duties not to be levied by the Chief of ——	333&350
Tribute paid by the Chief of ——	306, 333 & 350
PANAH ALI, of Oudh, Vakil—	
Pension from Bahu Begam's Deposit Fund to ——	145
PANDARIYA, in Chhattisgarh—	
Garur Singh, Zamindar of ——, and tribute payable by him ..	438
PARASGARH, in Chanda—	
Govind Shah, Zamindar of ——, and tribute payable by him ..	439
PARMAL KHAN, of Farrukhabad—	
Pension to ——	52
PARTABGARH, in Chhindwara—	
Ranjit Shah, Zamindar of ——, and tribute payable by him ..	442
Patia in the Tributary Mahals of Orissa —	
Territorial possessions guaranteed to the Zamindars of —— ..	316
PATNA, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	308, 311 389&391
Administration of —— assumed by Government on account of Chief's mismanagement	311
Administration of justice entrusted to the Chief of ——	359&363
Adoption sanad conferred on the Chief of ——	358
Bindranawagarh relieved from dependency on ——	389
Bora Samar or Bara Sambar relieved from dependency on —— ..	389
British assumption of the management of ——	311
Capital sentences. Powers of the Chief as regards —	359&363
Chief declared to be a feudatory of the British Government ..	391
Chief's powers to be suspended in case of the maladministration of ——	359&363
Chiefships formerly subordinate to ——	389
Civil administration entrusted to the Chief of ——	359&363
Criminal administration entrusted to the Chief of ——	359&363
Criminal powers of the Chief of ——	359&363
Criminals to be surrendered by the Chief of ——	359&363
Dalganjam Singh Deo's succession to the Raj of ——. Date of his birth ..	312
Deposal of the Chief of ——	311
Engagement of the Chief of ——	443
Judicial administration entrusted to the Chief of ——	359&363
Kandh rebellion in ——	311
Khariar relieved from dependency on ——	389
Maladministration of the affairs of ——	311
Nagpur Raja's cession of —— and its dependencies	433
Nazarana rules applicable to ——	312
Phuljhar relieved from dependency on ——	389
Police administration entrusted to the Chief of ——	359&363
Powers exercised by the Chief of ——	359&363
Ramchandra Singh, Chief of ——	312
Sanads defining the status, powers and position of the Chief of —— with reference to the British Government	359&363
State of —— transferred from the Central Provinces to Bengal	298, 308, 390&391

SUBJECT.	PAGE.
PATNA, Tributary Mahal of Orissa—*concld.*	
Status of the Chief of ——	359, 363 & 391
Sur Pratap Deo's succession to the Chiefship of ——	311
Transit duties not to be levied by the Chief of ——	360&363
Tribute to be paid by the Chief of ——	312, 359, 360&363
Vakil's attendance on the British Agent on the part of the Chief of ——	360&363
Zamindaris relieved from dependency on ——	389
PATNA ZAMINDARIS—	
Nagpur Raja's cession of ——	433
PAVI MALSUDA, in Chanda—	
Ogru Shah, Zamindar of ——, and tribute payable by him ..	439
PENDRA, in Chhattisgarh—	
Ajit Singh, Chief of ——, and tribute payable by him	438
PHULJHAR, in the Central Provinces—	
Nagpur Raja's cession of ——	433
PILGRIM TAX—	
Deogarh Zamindars' engagement regarding levy of ——	440
PIRACY in the Eastern Seas—	
Engagement between the English and the Dutch Governments for the suppression of ——	239
PIYARI KHANAM, of Oudh—	
Pension from the 6th Oudh Loan to ——	167
POKHRAJ, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
POLICE ADMINISTRATION—	
Chang Bhakar Zamindar's engagement regarding ——	450-451
Kausilaposi Manki entrusted with ——	382
Korea Raja's engagement regarding ——	451
Udaipur Raja's engagement regarding ——	473
PORAHAT, in Chota Nagpur—	
Account of the Chiefship of ——	367
Allegiance of the Raja of ——	370
Arjun Singh, ex-Raja of ——. Pension granted to —	367
Estate of —— to revert to Government if conditions of grant are violated by the Chief	374
Forests. Management of —	373
Mining Lease. Treatment of the —	373
Narpat Singh. Indenture relating to the grant of —— to — .	370
Succession. Rule of — to the estate of ——	372
Territorial possessions guaranteed to the Raja of ——	370
Title (personal) of "Raja" conferred on Narpat Singh	367
Tribute payable by the Raja of ——	370&372
Villages and parganas. Schedule of—	374
(*See* also "Singhbhum.")	
PRABHU NARAYAN SINGH, RAJA—	
Succession of —— to the Raj of Benares	56
(*See* also "Benares.")	

Q

Nil ..

SUBJECT.	PAGE.
R	
RAFI-USH-SHAN, MIRZA, of Oudh—	
Pension from 5th Oudh Loan to ——	167
RAIGARH *cum* BARGARH in the Central Provinces—	
Account of the Chiefship of ——	403
Administration of justice entrusted to the Chief of —— ..	445, 446 & 447
Administration of —— assumed by Government on account of Chief's mismanagement	403
Adoption sanad conferred on the Chief of ——	444
Bargarh, Raigarh Chief granted the estate of ——	403
Capital sentences. Powers of the Chief as regards — ..	445, 446 & 447
Chief declared to be a feudatory of the British Government ..	391
Chief placed under British protection	389
Chief's powers liable to suspension in case of the maladministration of ——	446-447
Civil administration entrusted to the Chief of —— ..	445, 446 & 447
Criminal administration entrusted to the Chief of —— ..	445, 446 & 447
Criminal powers of the Chief of ——	392, 445-446&447
Criminals to be surrendered by the Chief of —— ..	445, 446 & 447
Engagement of the Chief of ——	442
Fealty bond of the Chief of ——	445-446
Forest regulations to be attended to by the Chief of —— ..	446
Judicial administration entrusted to the Chief of —— ..	445, 446 & 447
Lal Bhup Deo Singh, Chief of ——	404
Nagpur Raja granted the pargana of Bargarh	418
Nagpur Raja's cession of Bargarh	433
Police administration entrusted to the Chief of —— ..	445, 446 & 447
Powers exercised by the Chief of ——	392, 445 446&447
Railway lands, with jurisdiction thereon, ceded by the Chief of ——	403&468
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	447
Status of the Chief of ——	391&447
Transit duties not to be levied by the Chief of —— ..	445, 446 & 447
Tribute to be paid by the Chief of ——	404, 445, 446, 447 & 448
Vakil's attendance on the British Agent on the part of the Chief of ——	446&448
RAILWAY(S)—	
Bamra's cession of land for —— purposes	366
Central Provinces. 1 Cession of lands for —— by the Chief of Bamra ..	310&360
2 Cession of lands for —— by the Chief of Khairagarh	399, 460 & 462
3 Cession of lands for —— by the Chief of Nandgaon ..	403&465
4 Cession of lands for —— by the Chief of Raigarh ..	403&468
5 Cession of lands for —— by the Chief of Sakti ..	403&466
Nandgaon's cession of land for ——purposes	465
Rampur Nawab's engagement ceding land in full sovereignty for ——	28

SUBJECT.	PAGE.
RAINGARH, in Garhwal—	
Annexation of —— to British territory	32
RAIRAKHOL, Tributary Mahals of Orissa—	
Account of the Chiefship of ——	308, 312 & 391
Administration of justice entrusted to the Raja of —— ..	359&364
Adoption sanad conferred on the Chief of ——.	358
Bishan Chandar Janamuni, Chief of ——	312
Capital sentences. Powers of the Chief as regards —	359&364
Chief's powers liable to supension for maladministration of the estate of ——	359&364
Chief's recognition as a feudatory	391
Civil administration entrusted to the Chief of——	359&364
Criminal administration entrusted to the Chief of ——	359&364
Criminal powers of the Chief of ——	359&364
Criminals to be surrendered by the Chief of ——	359&364
Diwan appointed to assist the Chief of —— in his administration ..	312
Feudal obligations of the Chief of ——	359 &364
Gur Chandra Deo present at the Delhi Darbar, 1903	312
Gur Chandra Deo's succession to the Raj of ——. Date of his birth ..	312
Judicial administration entrusted to the Chief of ——	359 &364
Maladministration of —— under Raja Bishan Chandar Janamuni ..	312
Nagpur Raja's cession of ——	433
Nazarana rules applicable to ——	312
Police administration entrusted to the Chief of ——	359 &364
Powers exercised by the Chief of ——	359 &364
Sanads defining the status, powers, and position of the Chief of —— with reference to the British Government	359 &364
State of —— transferred from the Central Provinces to Bengal	298, 308, 390 &391
Status of the Chief of ——	359, 364, & 391
Transit duties not to be levied by the Chief of ——	360 &364
Tribute to be paid by the Chief of ——	312, 359, 360 &364
Vakil's attendance on the part of the Chief of ——	360&364
RAMPUR—	
Account of the Rohilla family of ——	1
Administrator appointed during the minority of Ahmad Ali Khan ..	10
Administrator of —— recognised by the British Government ..	12
Adoption sanad granted to the Rampur Chief	28
Agreement of alliance with Shuja-ud-Daula of Oudh	6
Agreement of Faizulla Khan for limiting the number of his troops ..	8
Agreement of Faizulla Khan for rendering military service to Oudh	8
Agreement of the Nawab to cede lands for railway purposes ..	27-28
Agreement relating to commutation of military service for a pecuniary payment to Oudh	8
Agreements for payment of 40 lakhs to Oudh, for help against Marathas	2 & 6
Ahmad Ali Khan guaranteed his possessions	12
Ahmad Ali Khan's engagement of allegiance to Oudh	14
Ahmad Ali Khan's family. Pensions to —	20
Ahmad Ali Khan's majority fixed at 21 years	12
Ahmad Ali Khan's succession to the Chiefship	2
Alliance with Oudh against the Marathas	2 & 6
Assessment of villages granted as a reward to Yusuf Ali Khan ..	21-22
Bareilly villages transferred to Yusuf Ali Khan	23

SUBJECT.	PAGE.
RAMPUR—*contd.*	
British guarantee against Oudh's interference in ——	12
British relation with ——. Narrative of —	1
Chakarpur granted in Muafi tenure to ——	27
Chakarpur subject to British laws and regulations	27
Council of Regency appointed at —— during the minority of Nawab Hamid Ali Khan	4
Council of Regency replaced by an administrative council, abolition of the latter	4
Council of State appointed at —— during the administration of Nawab Mushtak Ali Khan	4
Dad-o-Sitad custom to be continued in ——	19
Duties to be levied on Afghan merchandise	19
Engagement under British guarantee between Oudh and —— ..	11
Estates held under rent-free tenures. Nawab's power over — ..	19
Exchange of villages with ——	27
Faizulla Khan. Jagirs held by officials under grant of — to be maintained	18
Faizulla Khan. Oudh permitted to resume the lands of — ..	103
Faizulla Khan. Pension to family of —	15
Faizulla Khan's agreement of military service to Oudh ..	2 & 7
Faizulla Khan's military service to Oudh commuted by payment of 15 lakhs	2 & 8
Faizulla Khan's treasure made over to Oudh as nazarana for —— ..	12
Funds assigned for support of Ghulam Muhammad Khan ..	15
Funds assigned for support of sons of Faizulla Khan	15
Ghulam Muhammad Khan allowed a pension of Rs. 1,500 ..	15
Ghulam Muhammad Khan to be denied refuge in —— ..	15
Ghulam Muhammad Khan usurps the jagir and is ousted by the British	2
Guardian appointed for minor Nawab of ——	10
Guardian of Ahmad Ali Khan recognised by Government	12
Hafiz Rahmat Khan engages to pay 40 lakhs to Oudh for expulsion of Marathas	6
Hamid Ali Khan appointed an Honorary Major in the British Army ..	4
Hamid Ali Khan, Nawab, present at the Delhi Darbar, 1903, and at the Prince of Wales' Darbar at Lucknow, 1905	5
Hamid Ali Khan, Nawab. Succession of — to the Chiefship ..	4
Hamid Ali Khan, Nawab. Training and education of —	4
Hamid Ali Khan's installation as Nawab, his powers, and his engagement regarding the administration of ——	4 & 29
Hamid Ali Khan's tour round the world and presentation to the Queen ..	4
Hasan Ali Khan, eldest son of the Nawab. Date of his birth ..	5
Imperial Service troops. Agreement for the effective control and discipline of the ——	4 & 30
Kalb Ali Khan. Insignia of the Star of India and Indian Empire Orders conferred on ——	3
Kalb Ali Khan's engagement regarding the administration of —— ..	29
Kalb Ali Khan's succession	3 & 29
Lands ceded by —— in full sovereignty for railway purposes ..	27-28
Majority of Ahmad Ali Khan fixed at 21 years	12
Maratha disturbances in —— to be quelled by Oudh	6
Military service of —— to Oudh commuted by payment of 15 lakhs	9
Military service to be rendered to Oudh by ——	8
Moradabad villages transferred to ——	26
Muhammad Said's succession to the Chiefship of ——	3 & 20
Mushtak Ali Khan, Nawab. Succession of — to the Chiefship ..	4
Mushtak Ali Khan's engagement regarding the administration of —— ..	29
Mutiny services of Yusaf Ali Khan. Sanad recognising the — ..	21

SUBJECT.	PAGE.
RAMPUR—*concld.*	
Nasr-ulla Khan appointed Guardian to Ahmad Ali Khan ..	12
Nasr-ulla Khan's Paper of Requests	17
Nazarana paid to Oudh by Nawab of ——	12
Nazarana rules applicable to ——	5
Oudh Wazir's agreement transferring possession of —— to Faizulla Khan	7
Oudh Wazir's Deed for observance of the engagement with —— ..	16
Oudh Wazir's pecuniary claims on —— given up	12
Pensions to the family of Ahmad Ali Khan	20
Pensions to the family of Faizulla Khan	15
Pensions to the family of Muhammad Said Khan	21
Pensions to the family of Yusaf Ali Khan	29
Piparia granted in Muafi tenure to ——	27
Piparia subject to British laws and regulations	27
Political relations of the Rohilla Chief restricted by Oudh ..	7
Preliminary agreement between Oudh and the Rohilla Sardars ..	10
Railway goods breaking bulk subject to duty in ——	28
Railways. Jurisdiction over— lands in the —— State	5 & 31
Restoration of property plundered during the disturbances at —— ..	18
Rewards conferred on Yusaf Ali Khan for mutiny services ..	3 & 21
Robberies to be suppressed in villages of ——	19
Rohilla Afghans founders of the State of ——	1
Rohilla Sardars agree to pay 40 lakhs to Oudh for expulsion of Marathas	2 & 5
Rohilla Sardars defeated by British troops	2
Rohilla Sardars' failure to pay the 40 lakhs	2
Rohilla Sardars' Treaty of alliance with Oudh	6
Safdar Ali Khan, Nawab. Appointment of — as President of a Council of Regency at ——	4
Sahet Rai. Jagir to be continued rent-free to —	20
Salt and opium for consumption in Nawab's family exempt from duty	28
Salute accorded to the Nawab of ——	5
Sanad guaranteeing succession to the masnad of ——	28
Sanad recognising mutiny services of Yusaf Ali Khan	21
Shuja-ud-Daula's alliance with —— against the Marathas ..	6
Succession guaranteed to the masnad of ——	28
Title (Nawab's) of Farzand Dil Pazir altered in 1873	21
Titles (hereditary) of the Nawab of ——	5
Treasure of Faizulla Khan made over to Oudh	12
Treaty between Oudh and Rohilla Chief	7
Troops. Agreement for the effective control and discipline of the —— Imperial Service —	4 & 30
Troops. Agreement of Faizulla Khan for limiting the number of his —	8
Troops. Commutation of military service for a pecuniary payment to Oudh	8 & 9
Troops. Payment to Oudh for help against the Marathas	2 & 6
Troops. Rampur's agreement for rendering military service to Oudh ..	8
Troops. Rohilla Sardars defeated by British —	2
Villages. Exchange of — with ——	27
Villages to be restored to ——	18
Yusaf Ali Khan invested with the "Star of India"	3
Yusaf Ali Khan's agreement for the administration of —— ..	21
Yusaf Ali Khan's succession to the Chiefship	21
Zamindars' proprietary rights in villages transferred to ——. Nawab's engagement to respect —	26
RAMUN—	
Nagpur Raja's cession of——	433

SUBJECT.	PAGE.
RAMZAN ALI KHAN, MIRZA, of Oudh—	
Pension from 1st Oudh Loan to ——	153
RANGI in Chanda—	
Anand Rao, Zamindar of ——, and tribute payable by him ..	439
RANPUR, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	306
Administration. Chief to consult the British authority concerned in all important matters of —	334
Administration of justice entrusted to the Chief of ——	334
Adoption sanad granted to the Raja of ——	318
Allegiance of the Raja of ——	314-315
Birbar Krishna Chandra Singh Bajradhar Narindra Mahapatra's succession to the Raj of ——. Date of his birth	306
Boundaries. Question relating to — how to be settled	334
Capital sentences. Powers of the Chief as regards —	334
Chief declared to be a feudatory of the British Government ..	334
Criminal administration entrusted to the Chief of ——	334
Criminal powers of the Chief of ——	334
Criminals to be surrendered by the Chief of ——	314, 315 & 334
Disputes of —— with other States how to be settled	334
Elephants. Right to catch —	334
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	334
Refugees to be surrendered by the Chief of ——	314, 315 & 334
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	334
Sati to be prevented by the Raja of ——	317-318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	334
Territorial possessions guaranteed to the Chief of ——	316
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	334
Tribute payable by the Raja of ——	306, 315 & 334
Troops. Allowances for the contingent force	314-315
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for British — from ——	314-315
REFUGEES—	
Athgarh Raja's engagement to surrender —— ..	314, 315 & 320
Athmallik Raja's " "	321 &337
Baramba Raja's " "	314, 315 & 322
Bod Raja's " "	323 &337
Bonai Raja's " "	353 &356
Chang Bhakar Raja's " "	453 &455
Daspalla Raja's " "	324&342
Dhenkanal Raja's " "	314, 315 & 325
Gangpur Raja's " "	354&357
Hindol Raja's " "	314, 315 & 326
Jashpur Raja's " "	454&459
Kharsawan Raja's " "	380
Korea Raja's " "	454&465

SUBJECT.	PAGE.
REFUGEES—*concld.*	
Keonjhar Raja's engagement to surrender ——	327, 344 & 346
Khandpara Raja's ,, ,,	314, 315 & 328
Morbhanj Chief's ,, ,,	329&348
Nagpur Raja's engagement regarding asylum to ——	416
Narsinghpur Raja's engagement to surrender ——	314, 315 & 330
Nayagarh Raja's ,, ,,	314, 315 & 331
Nilgiri Raja's ,, ,,	314, 315, 332&349
Oudh Wazir's engagement for the reciprocal surrender of ——	97
Pal Lahara Raja's engagement to surrender ——	333&350
Ranpur Raja's ,, ,,	314, 315 & 334
Saraikala Raja's ,, ,,	378
Sarguja Raja's ,, ,,	454&471
Talcher Raja's ,, ,,	314, 315 & 335
Tigaria Raja's ,, ,,	336
Udaipur Raja's ,, ,,	454&475
REWA, in Baghelkhand —	
Nagpur Raja's cession of the district of ——	432
RHODAN BAKHSH of Farrukhabad—	
Pension to ——	52
RIVER BOUNDARIES—	
Treaty with Oudh regarding ——	135
ROHILKHAND —	
Annexation of a portion of Rampur to ——	2
ROHILLA CHIEFS—	
Oudh's payment of Tankhas of —— (*See* also "Rampur.")	107
ROYALTY on Mines —	
Balaghat non-feudatory Zamindars' engagement regarding levy of ——	478
Chanda ,, ,, ,,	478
Chhattisgarh ,, ,,	478
S	
SAADAT ALI KHAN, NAWAB— (*See* "Oudh.")	
—— MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
SABERA KHANAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
SAFDAR ALI KHAN, NAWAB—	
Appointment of —— as President of a Council of Regency at Rampur	4
SAHIB MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
SAIF-UD-DAULA, NAWAB, Nazim of Bengal—	
Agreement executed by —— confirming treaties relating to the Nizamat	230

SUBJECT.	PAGE.
SAIF-UD-DAULA, NAWAB, Nazim of Bengal—*concld.*	
Agreement executed by —— on his accession to the Subadari of Bengal	230
Annual sum for the support of the Nizamat accepted by —— ..	231
(*See* "Bengal.")	
SAKTI, in the Central Provinces—	
Account of the Chiefship of ——	404
Administration of justice entrusted to ——	445-446
Adoption sanad granted to the Chief of ——	444
Capital sentences. Powers of the Chief of —— as regards — ..	445-446
Chief declared to be a feudatory of the British Government ..	391
Chief deprived of powers for maladministration of ——	404
Chief's powers liable to suspension for maladministration of —— ..	446
Civil justice to be administered by the Chief of ——	445-446
Criminal justice to be administered by the Chief of —— ..	445-446
Criminal powers of the Chief of ——	392, 445 & 446
Criminals to be surrendered by the Chief of ——	445-446
Diwan appointed to ——	404
Diwan appointed to assist in the administration of —— ..	404
Fealty bond of the Chief of ——	445-446
Forest regulations to be attended to by the Chief of —— ..	446
Judicial administration entrusted to the Chief of ——	445-446
Nagpur Raja granted the pargana of ——	418
Nagpur Raja's cession of ——	433
Police administration entrusted to the Chief of ——	445-446
Powers exercised by the Chief of ——	392, 445 & 446
Railway lands, with jurisdiction thereon, ceded by the Chief of ——	404&460
Ranjit Singh, *ex*-Chief of ——, permitted to return to ——	404
Rup Narayan Singh, Chief of ——	404
Status of the Chief of ——	391
Transit duties not to be levied by the Chief of ——	445-446
Tribute of the Chief of ——	404, 445 & 446
Vakil's attendance on the part of the Chief of ——	446
SAKTISGARH—	
Oudh Nawab's cession of ——	98
SALAR JANG, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	143
Pension from 1st Oudh Loan to family of ——	153
Pension under the Zamanat Wasika to ——	82
SALT—	
Chandarnagar Government compensated for renouncing their right to supply of ——	266
Conventions between Great Britain and France	179, 180, 255, 261, 263&265
French right to the supply of —— converted into an annual payment	180
French settlements in India. —— to be supplied to the — ..	179
SALT MONOPOLY—	
Jafar Ali Khan's grant of the —— to the English Company ..	217
Najm-ud-Daula's grant of the —— to the English Company ..	224
SAMBALPUR, in the Central Provinces—	
Account of the Chiefships in ——	389
Administration of civil and criminal justice by the Raja of —— ..	443
Chiefships subordinate to ——	389

SUBJECT.	PAGE.
SAMBALPUR, in the Central Provinces—*concld.*	
Civil administration entrusted to ——	443
Criminal powers of the Chiefs of ——	390
Engagement of the Maharaja of ——	443
Judicial administration entrusted to ——	443
Lapse of the estate of ——	390
Nagpur Raja granted the pargana of ——	418
Nagpur Raja's cession of the district of ——	433
Police administration entrusted to ——	443
Raigarh *cum* Bargarh relieved from dependency on —— ..	389
Rairakhol relieved from dependency on ——	389
Revenue engagements of the Chief of ——	443
Sakti relieved from dependency on ——	389
Sarangarh relieved from dependency on ——	389
Sonpur relieved from dependency on ——	389
Surrendra Sah concerned in disturbances in ——	390
Zamindaris relieved from dependency on ——	389
SANGI BEGAM, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
SARAIKALA, in Chota Nagpur—	
Account of the Chiefship of ——	368
Administration. Chief to consult the British authorities concerned in all important matters of —	378
Administration of justice entrusted to the Chief of ——	377-378
Boundary disputes with the rayats of Kolhan to be referred to a British Court	376
Boundaries. Questions relating to — how to be settled	378
Chief declared to be a feudatory of the British Government	368&377
Chiefs of —— distinguished for their loyalty to Government ..	368
Criminals to be surrendered by the Chief of ——	378
Disputes of —— with other States how to be settled	378
Elephants. Right to catch —	378
Kolhan khalsa villages in Singhbhum. Raja of —— not to encroach on the —	376
Koraikala or Kandekela pargana in Singhbhum. Sadani villages of — granted to the Raja of ——	375
Nazarana rules applicable to the State of ——	369
Railways. Jurisdiction over — lands in the —— State	368
Refugees to be surrendered by the Chief of ——	378
Sanad for the grant of part of the Singhbhum estate to the Raja of ——	375
Services rendered to Government on various occasions by the Rajas of ——	368
Singhbhum Raja's pretensions to supremacy over —— ..	367
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	377
Title of "Raja Bahadur" conferred on Raja Chakradhar Singh ..	368
Title of "Raja Bahadur" continued to Raja Udit Narayan Singh ..	368
Transit duties not to be levied by the Chief of ——	378
Udit Narayan Singh, Raja of ——	368
SARANGARH, in the Central Provinces—	
Account of the Chiefship of ——	404
Administration in the hands of the Government of India during the minority of the Chief	405
Administration of —— assumed by Government during minority of the Chief	405
Administration of justice entrusted to ——	445, 446 & 448
Adoption sanad conferred on the Chief of ——	445

Subject.	Page.
Sarangarh, in the Central Provinces—*concld.*	
Capital sentences. Powers of the Chief as regards —	445, 446 & 448
Chief declared to be feudatory of the British Government ..	391
Chief's powers liable to suspension for maladministration of —— ..	446
Civil justice to be administered by the Chief of —— ..	445, 446 & 448
Criminal justice to be administered by the Chief of ——	445, 446 & 448
Criminal powers of the Chief of ——	392, 445, 446 & 448
Criminals to be surrendered by the Chief of —— ..	445, 446 & 448
Fealty bond executed by the Chief of ——	445-446
Forest regulations to be attended to by the Chief of—— ..	446
Lal Jawahir Singh, Chief of ——	405
Nagpur Raja granted the pargana of ——	418
Nagpur Raja's cession of ——	433
Nazarana rules applicable to ——	405
Police administration entrusted to the Chief of —— ..	445, 446 & 448
Powers exercised by the Chief of ——	392, 445, 446&448
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	448
Status of the Chief of ——	391
Transit duties not to be levied by the Chief of —— ..	445, 446 & 448
Tribute to be paid by the Chief of ——	405, 445, 446&448
Vakil's attendance on the British Agent on the part of the Chief of ——	446&448
Sarfaraz Mahal, of Oudh—	
Allowance under the 3rd Oudh Loan to ——	158
Disposal of the stipend of ——	158
Sarguja, a Feudatory State of the Central Provinces—	
Account of the Mahal of ——	405
Administration. Chief to consult the British authorities concerned in all important matters of —	454&471
Administration of justice entrusted to the Chief of ——	454&471
Allegiance of the Zamindar of ——	469
Boundaries. Questions relating to — how to be settled	454&471
Chief declared to be a feudatory of the British Government	454&471
Chief of —— has no right to the minerals in his State	454
Criminals to be surrendered by the Chief of ——	454&471
Disputes of —— with other States how to be settled	454&471
Elephants. Right to catch —	454&471
Nagpur Raja's engagement to cede ——	424
Nazarana rules applicable to ——	406
Raghunath Saran Singh Deo, Chief of ——	405
Refugees to be surrendered by the Chief of ——	454&471
Sanads defining the status, powers, and position of the Chief of —— with reference to the British Government	454&471
Settlement renewed with the Zamindar of ——	470
State of —— transferred from Bengal to the Central Provinces ..	367&393
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	454&471
Territorial possessions guaranteed to the Zamindar of —— ..	469
Transit duties not to be levied by the Chief of ——	454&471

SUBJECT.	PAGE.
SARGUJA, a Feudatory State of the Central Provinces—*concld.*	
Tribute payable by the Chief of ——	454&471
Tribute of the Chief of ——	406
Zamindar's engagement to pay his revenues	469
SATGAON in Bengal—	
Miran Nawab's sanad granted to the English Company for the zamindari of ——	150
SATI—	
Angul Raja's engagement to suppress ——	317-318
Athgarh Zamindar's ,, ,, ...	317-318
Athmallik Zamindar's ,, ,, ...	317-318
Baramba Raja's ,, ,, ...	317-318
Bod Raja's ,, ,, ...	317-318
Daspalla Raja's ,, ,, ...	317-318
Dhenkanal Raja's ,, ,, ...	317-318
Hindol Raja's ,, ,, ...	317-318
Keunjhar Raja's ,, ,, ...	317-318
Morbhanj Raja's ,, ,, ...	317-318
Narsinghpur Raja's ,, ,, ...	317
Nayagarh Raja's ,, ,, ...	317-318
Nilgiri Raja's ,, ,, ...	317-318
Orissa Tributary Mahal Chief's engagement to suppress —— ..	317-318
Pal Lahara Raja's engagement to suppress ——	317-318
Ranpur Raja's ,, ,, ...	317-318
Talcher Raja's ,, ,, ...	317-318
Tigaria Raja's ,, ,, ...	317-318
SAUGOR AND NERBUDDA TERRITORY—	
Accounts of the Chiefships in the ——	389
Maratha treatment of Chiefs of the ——	389
SCOTT, MAJOR—	
Deputation of —— to Lucknow	80
SEONI, in the Central Provinces—	
Nagpur Raja's cession of the district of ——	432
SEORAPHULI—	
Danish compensation to the Zamindar of —— to be met by the British Government	253
SERAMPUR—	
Danish Settlement at —— transferred to the British Government ..	252
SERAMPUR COLLEGE—	
Rights and immunities of the ——	253
SHAH ALAM, son of Alamgir II—	
Company's security for the Nawab Nazim's payment to —— ..	229
Najm-ud-Daula's agreement regarding payment of 26 lakhs to ——	229
SHAH ALAM, Emperor of Delhi—	
Allahabad ceded to ——	90
Kora ceded to ——	90
SHAHAMAT ALI KHAN, MIRZA, of Oudh—	
Pension from 1st Oudh Loan to ——	153
SHAMIR, MIRZA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	153
SHAMS-UD-DAULA, NAWAB, of Oudh—	
Pension from 1st Oudh Loan to ——	144&153
SHAMS-UN-NISA BEGAM, of Oudh—	
Pension from 1st Oudh Loan to dependants of ——	153

SUBJECT.	PAGE.
SHAUKAT, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
SHUJA-UD-DAULA—	
(*See* "Oudh.")	
SIDI HASAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— MAHBUB, Jr., of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— MAHBUB, Sr., of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
SIKKA RUPEES—	
Jafar Ali Khan's parwana granting to the English Company the privilege of coining ——	188
Siraj-ud-Daula's agreement conceding to the English Company the privilege of coining ——	182
SILVER MINES—	
Chang Bhakar Zamindar's claim to —— disallowed	450-451
Korea Zamindar's claim to —— disallowed	450-451
SINDHIA, MAHARAJA, of Gwalior—	
Oudh to pay disbursements of Resident with ——	107
——NIMAR villages—	
Transfer of —— to Central Provinces	386
SINGAPORE in the Malayan Peninsula—	
British occupation of ——	241
SINGHBHUM in the Tributary Mahals of Chota Nagpur—	
Account of ——	367
Allegiance tendered to the British Government by Raja Ghansham Singh	367
Arjun Singh, ex-Raja of ——. Pension granted to—	367
Confiscation of part of the estate of ——	367
Raja of —— latterly styled the Raja of Porahat	367
Sequestration of part of the State of ——	367
(*See also* "Porahat.")	
SIRAJ-UD-DAULA, Subadar of Bengal——	
Account of ——	174
Agreement executed by ——restoring the privileges of the English Company in Bengal	181
Agreement of peace and friendship with ——	185
Jafar Ali Khan's agreement for the disposal of ——	185
(*See* "Bengal.")	
SIRSONDI, in Chanda—	
Sherga Thakur, Zamindar of ——, and tribute payable by him ..	439
SITABALDI HILLS, in Central Provinces—	
Annexation of the ——	425&430
SOHAGPUR, in Chhattisgarh—	
Gulal Singh, Zamindar of ——, and tribute payable by him.. ..	438
—— Bhagdakar—	
Nagpur Raja's cession of ——	433
SOKHINDA, in the Tributary Mahals of Orissa—	
Kaulnama fixing the Peshkash of the Zamindar of —— ..	316
SAROL YEARS—	
Interest on 3rd Oudh Loan calculated by ——	158
SOMBRE, MONSR.—	
Oudh Wazir's engagement not to employ ——	90
Oudh Wazir's engagement to surrender ——	97

Subject.	Page.
Sona Khan, in Chhattisgarh—	
Ram Rai, Zamindar of ——, and tribute payable by him	438
Sonpur, Tributary Mahal of Orissa —	
Account of the Chiefship of ——	308, 312 & 391
Administration of justice entrusted to the Chief of ——	359&365
Adoption sanad conferred on the Chief of ——	358
Bir Mitradaya Singh Deo present at the Delhi Darbar, 1903	313
Bir Mitradaya Singh Deo's succession to the Raj of ——. Date of his birth	313
Capital sentences. Powers of the Chief of —— as regards — ..	359&365
Chief declared to be a feudatory of the British Government ..	359, 365 & 391
Chief's powers liable to suspension for maladministration of —— ..	359&365
Civil administration entrusted to the Chief of ——	359&365
Criminal powers of the Chief of ——	359&365
Criminals to be surrendered by the Chief of ——	359&365
Diwan appointed to assist the Chief of —— in his administration ..	313
Judicial administration entrusted to the Chief of ——	359&365
Nagpur Raja granted the pargana of ——	418
Nazarana rules applicable to ——	313
Niladhar Singh Deo granted the personal title of "Bahadur" ..	313
Police administration entrusted to the Chief of ——	359&365
Powers exercised by the Chief of ——	359&365
Pratap Rudra Singh Deo, Chief of ——	313
Pratap Rudra Singh Deo granted the title of "Raja Bahadur" ..	313
Sanads defining the feudal status of the Chief of ——	359&365
Sanads granted to —— containing feudal obligations of the Chief of ——	359&365
State of —— transferred from the Central Provinces to Bengal	298, 308, 390 &391
Status of the Chief of ——	359, 365 & 391
Title of "Bahadur" conferred on Niladhar Singh Deo, Chief of —— ..	313
Title of "Raja Bahadur" conferred on Pratap Rudra Singh Deo ..	313
Transit duties not to be levied by the Chief of ——	360&365
Tribute of the Chief of ——	313, 359, 360&365
Vakil's attendance on the British Agent on the part of the Chief of —— ..	360&365
Suarmar, in Chhattisgarh—	
Soab Singh, Zamindar of ——, and tribute payable by him	438
Subhan Ali, Munshi, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
Succession—	
Balaghat non-feudatory Zamindar's rules relating to ——	476
Chanda non-feudatory Zamindar's rules of ——	476
Chhattisgarh non-feudatory Zamindar's rules of ——	476
Sudh Bachan Bubu, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
Sulaiman Shikoh, Mirza, of Oudh—	
Pension from 1st Oudh Loan to ——	153
Sultan Ali Khan, Mirza, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	144
—— Ali Khan, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— Auliya Begum, of Oudh—	
Allowance under the 5th Oudh Loan to ——	160
Pension from the 6th Oudh Loan to ——	167

Subject.	Page.
Sultan Begam, Nawab, of Oudh—	
Pension from 6th Oudh Loan to ——	167
—— Mariam Begam, of Oudh—	
Pension under 3rd Oudh Loan to ——	158
Disposal of the stipend of ——	158
—— Raushan Ara Begam, of Oudh—	
Pension from 6th Oudh Loan to ——	167
——, Sr., of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
—— Sultan Mirza Khan Bahadur Salabat Jung, Nawab Ghazanfur-ud-Daula Munir-ul-Mulk—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	169
Surendra Sah—	
Detention of —— as a political prisoner at Asirgarh	390
Sylhet Lime—	
Kasim Ali Khan's sanad for supplying —— to the English Company	217
Najm-ud-Daula's grant of the monopoly of —— to the English Company	224
T	
Tafazzul Husain, of Furrukhabad—	
Charges preferred against ——	49
Outlawry declared against —— for participation in the Mutiny ..	49
Tahsin Ali Khan of Oudh—	
Pension from 1st Oudh Loan to dependants of ——	153
Taj Mahal, Nawab, of Oudh—	
Allowance under the 5th Oudh Loan to ——	160
Talcher, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	306
Administration. Chief to consult the British authority concerned in all important matters of —	335
Administration of justice entrusted to the Chief of ——	335
Adoption privilege granted to the Raja of ——	318
Boundaries. Questions relating to — how to be settled	335
Capital sentences. Powers of the Chief as regards —	335
Chief declared to be a feudatory of the British Government ..	335
Criminal administration entrusted to the Chief of ——	335
Criminal powers of the Chief of ——	335
Criminals to be surrendered by the Chief of ——	335
Criminals to be surrendered by the Raja of ——	314-315
Disputes of —— with other States how to be settled	335
Elephants. Right to catch —	335
Kishori Chandra Birbar Hari Chandan, Chief of ——	306
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	335
Refugees to be surrendered by the Chief of ——	335
Refugees to be surrendered by ——	314-315
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	335
Sati to be prevented by the Raja in ——	317-318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	335
Territorial possessions guaranteed to the Chief of ——	316
Title of "Raja" conferred on the Chief of ——	318-319

SUBJECT.	PAGE.
TALCHER, Tributary Mahal of Orissa—*concld.*	
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	335
Tribute payable by the Chief of ——	335
Tribute payable by the Raja of ——	306, 315 & 335
Troops. Allowances for the contingent force	314-315
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for the British — from ——	314-315
TAMKIN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
TARAB MIAN, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	145
TÂT RAJA, in the Central Provinces—	
Karound Chief placed under feudal control of the ——	310
Kashipur assigned to the ——	310
TAWAKKUL SAHIBA, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
TAXES—	
Chang Bhakar Zamindar's engagement not to levy —— ..	450-451
Korea Zamindar's engagement not to levy ——	450
TAYUBA BEGAM, of Oudh—	
Pension from 1st Oudh Loan to ——	153
Pension from Bahu Begam's Deposit Fund to ——	128
TEHRI (GHARWAL)—	
(*See* "Garhwal.")	
TERNATE ISLE in the Eastern Archipelago—	
Dutch monopoly of the spice trade of ——	239
TERRITORIAL ACQUISITIONS—	
Akbarpur pargana ceded in part by Nawab Jafar Ali Khan to the English Company	189
Allahabad Fort ceded by the Nawab Wazir of Oudh	120
Amirabad pargana ceded in part by Nawab Jafar Ali Khan to the English Company	189
Azimabad pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Balasore factory ceded by the Dutch to the British Government ..	247&252
Bardwan ceded by Kasim Ali Khan for the maintenance of an auxiliary force	215, 218, 223&228
Barjati (Baridhati ?) pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Basandari pargana ceded in part by Nawab Jafar Ali Khan to the English Company	189
Behar conferred on the English by the Emperor Shah Alam ..	228
Behar saltpetre lands ceded by Nawab Jafar Ali Khan to the English Company	190
Balia pargana ceded in part by Nawab Jafar Ali Khan to the English Company	189
Bengal conferred on the English by the Emperor Shah Alam ..	227
Calcutta and its environs ceded by Jafar Ali Khan to the English Company	186&189
Chandarpur's lapse to the Government	390
Chinsura ceded by the Dutch to the British Government ..	243
Chittagong ceded by Kasim Ali Khan for the maintenance of an auxiliary force	118, 215, 223 &228

SUBJECT.	PAGE.
TERRITORIAL ACQUISITIONS—*contd.*	
Chunar Fort ceded by the Nawab Wazir of Oudh	94
Dacca Factory ceded by the Dutch to the British Government ..	248
Dakhin Saggar pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Dehra Dun and Raingarh pargana annexed to British territory ..	32 & 34
Dutch factories in India ceded to the British Government ..	240
Falta factory ceded by the Dutch to the British Government ..	244
Farrukhabad ceded to the Company	51
French cession of lands in Chandarnagar	269
Garh pargana ceded in part by Nawab Jafar Ali Khan to the English Company	189
Hatiagarh pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Hugli chakla ceded by Nawab Jafar Ali Khan to the English Company	188
Ikhtiarpur pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Kalkapur factory ceded by the Dutch to the British Government ..	246
Kharijuri pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Khaspur pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Kuch Behar ceded to the Hon'ble Company	292
Magura pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Maidanmal pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Malacca ceded by the Dutch to the British Government ..	240
Manpur pargana ceded by Nawab Jafar Ali Khan in part to the English Company	189
Mayda pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Melang Mahal ceded by Nawab Jafar Ali Khan to the English Company	189
Midnapur ceded by Kasim Ali Khan for the maintenance of an auxiliary force	215, 218, 223 & 228
Munragachha pargana ceded by Nawab Jafar Ali Khan to the English Company	189
Muhammad Aminpur pargana ceded in part by Nawab Jafar Ali Khan to the English Company	189
Nagpur province annexed	385
Nagpur Raja's cession of certain districts	415, 424 & 427
Orissa province conferred on the English by the Emperor Shah Alam	228
Oudh annexed to British territory	87
Oudh Nawab Wazir's cessions of Chait Singh's lands to the Company	98
Oudh Nawab Wazir's cession of territory in commutation of subsidy	124
Paikan pargana ceded in part by Nawab Jafar Ali Khan to the English Company	189
Pechakuli pargana ceded by Nawab Jafar Ali Khan	189
Rampur. Annexation of a part of — to Rohilkhand	2
Rampur Nawab's cession of lands for Railway purposes ..	27-28
Sambalpur's lapse to Government	390
Serampur purchased from the Danes	252
Shahnagar ceded by Nawab Jafar Ali Khan	189

SUBJECT.	PAGE.
TERRITORIAL ACQUISITIONS—*concld.*	
Shapur pargana ceded by Nawab Jafar Ali Khan	189
Tranquebar ceded by the Danes	251
Twenty-four Parganas ceded by Nawab Jafar Ali Khan ..	189
TERRITORIAL EXCHANGES—	
Rampur Nawab's exchange of villages	27
—— REWARDS—	
Raigarh Chief granted the estate of Bargarh	403
Rampur Nawab granted ——	21
THAKUR TOLA, in Chhattisgarh—	
Adhar Singh, Zamindar of ——, and tribute payable by him	438
THUAMUL, in the Central Provinces—	
Account of ——	310
Partition of —— between the Pât and Tât Rajas	310
Pât Raja, head of the elder branch of the —— family	310
TIGARIA, Tributary Mahal of Orissa—	
Account of the Chiefship of ——	307
Administration. Chief to consult the British authority concerned in all important matters of —	336
Administration of justice entrusted to the Chief of ——	336
Adoption privilege granted to the Raja of ——	318
Banamali Khetrea Birbar Chympati Singh Mahapattar, Raja of ——	307
Boundaries. Question relating to — how to be settled	336
Capital sentences. Powers of the Chief as regards —	336
Chief declared to be a feudatory of the British Government	336
Contingent force to be furnished for service by the Raja of —— ..	314-315
Criminal administration entrusted to the Chief of ——	336
Criminal powers of the Chief of ——	336
Criminals to be surrendered by the Chief of ——	336
Criminals to be surrendered by the Raja of ——	314-315
Disputes of —— with other States how to be settled	336
Elephants. Right to catch —	336
Powers of the Superintendent of the Tributary Mahals of Orissa in respect of criminal cases arising in ——	336
Refugees to be surrendered by the Chief of ——	336
Refugees to be surrendered by the Raja of ——	314-315
Sanad defining the status, powers, and position of the Chief of —— with reference to the British Government	336
Sati to be prevented by the Raja of ——	317-318
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	336
Supplies to be furnished to British troops when passing through ——	314-315
Territorial possessions guaranteed to the Raja of —— ..	316
Title of "Raja" conferred on the Chief of ——	318-319
Traders to be protected when passing through ——	314-315
Transit duties not to be levied by the Chief of ——	336
Tribute payable by the Chief of ——	336
Tribute payable by the Raja of ——	307, 315 & 336
Troops. Allowances for the contingent force	314-315
Troops. Contingent force to be furnished by ——	314-315
Troops. Supplies for British — from ——	314-315
TITLE of "Bahadur"—	
Sonpur Chief granted the ——	313
TITLE of "Highness"—	
Benares. Raja Prabhu Narayan Singh of — permitted to be addressed by the ——	56

SUBJECT.	PAGE.
TITLE of "Maharaja Bahadur"—	
Benares, Raja Prabhu Narayan Singh of — granted the personal ——	56
—— of "Raja"—	
Athgarh Chief granted the ——	318-319
Athmallik Chief ,, ,, ...	318-319
Baramba Chief ,, ,, ...	318-319
Bod Chief ,, ,, ...	318-319
Daspalla Chief ,, ,, ...	318-319
Dhenkanal Chief ,, ,, ...	318-319
Garhwal Chief ,, ,, ...	35
Hindol Chief ,, ,, ...	318-319
Keunjhar Chief ,, ,, ...	318-319
Khandpara Chief ,, ,, ...	318-319
Morbhanj Chief ,, ,, ...	318
Narsinghpur Chief ,, ,, ...	318-319
Nayagarh Chief ,, ,, ...	318-319
Nilgiri Chief ,, ,, ...	318-319
Orissa Tributary Chiefs ,, ...	318-319
Pal Lahara Chief ,, ,, ...	318-319
Ranpur Chief ,, ,, ...	318-319
Talcher Chief ,, ,, ...	318-319
Tigaria Chief ,, ,, ...	318-319
TONAGIR PARGANA —	
Restoration of —— to the Raja of Nagpur	418
TONQUIPONCOUR (Jogipokhar ?) in the Hughli District—	
French Government relinquish jurisdiction over ——	269
TRANQUEBAR—	
Danish settlement of —— transferred to the British Government ..	251
TRANSIT DUTIES—	
Athgarh Chief's engagement not to levy ——	320
Athmalik ,, ,, ,, ——	321
Balaghat non-feudatory zamindars' engagement not to levy —— ..	478
Bamra Chief's engagement not to levy ——	360-361
Barambar Chief's ,, ,, ——	322
Bastar Chief's ,, ,, ——	445-446
Bod Chief's ,, ,, ——	323
Bonai Chief's ,, ,, ——	353&356
Chanda Chief's ,, ,, ——	478
Chang Bhakar Chief's ,, ,, ——	453&455
Chhattisgarh Chief's ,, ,, ——	478
Chhindwara Chief's ,, ,, ——	388
Daspalla Chief's ,, ,, ——	324
Dhenkanal Chief's ,, ,, ——	325
Gangpur Chief's ,, ,, ——	354&357
Garhjat Chief's ,, ,, ——	445
Hindol Chief's ,, ,, ——	326
Holkar's engagement to abolish —— on minor line of railway ..	387
Jashpur Chief's engagement not to levy ——	454&459
Kanker Chief's ,, ,, ——	445-446
Karound Chief's ,, ,, ——	360&362
Kawardha Chief's ,, ,, ——	445-446
Keunjhar Chief's ,, ,, ——	327&347
Khairagarh Chief's ,, ,, ——	445
Khandpara Chief's ,, ,, ——	328
Kharsawan Chief's ,, ,, ——	380
Kondka or Chhuikhadan Chief's engagement not to levy —— ..	445-446
Korea Chief's engagement not to levy ——	454&465

SUBJECT.	PAGE.
TRANSIT DUTIES—*concld.*	
Morbhanj Chief's engagement not to levy ——	329
Nandgaon Chief's ,, ,, ——	445-446
Narsinghpur Chief's ,, ,, ——	330
Nayagarh Chief's ,, ,, ——	331
Nilgiri Chief's ,, ,, ——	332
Pal Lahara Chief's ,, ,, ——	333&350
Patna Chief's ,, ,, ——	360&363
Raigarh *cum* Bargarh Chief's engagement not to levy —— ..	445, 446 & 447
Rairakhol Chief's engagement not to levy ——	360&364
Ranpur Chief's ,, ,, ——	334
Talcher Chief's ,, ,, ——	335
Tigaria Chief's ,, ,, ——	336
Sakti Chief's ,, ,, ——	445-446
Saraikala Chief's ,, ,, ——	378
Sarangarh Chief's ,, ,, ——	445-446
Sarguja Chief's ,, ,, ——	454&471
Sonpur Chief's ,, ,, ——	360&365
Udaipur Chief's ,, ,, ——	454&475
TRIBUTARY MAHALS of Chota Nagpur—	
Account regarding the ——	367
TRIBUTARY MAHALS of Orissa—	
Account regarding the ——	298
Salt monopoly abandoned by Chiefs of the ——	299
Sati abolished by Chiefs of the ——	317-318
Title of "Raja" conferred on the Chiefs of the ——	318-319
TRIBUTE—	
Adegaon Zamindar's ——. Amount of —	442
Almod (Almond) Zamindar's —— ,, ...	442
Ambagarh, ,, —— ,, ...	439
Amrik Palabarsa ,, —— ,, ...	439
Athgarh Chief's —— ,, ...	300, 315 & 319
Athmallik Raja's —— ,, ...	300, 321 338&339
Bamra Chief's —— ,, ...	310, 359, 360&361
Baramba Chief's —— ,, ...	301, 315, & 322
Bastar Raja's —— ,, ...	392, 395, 396, 438, 445, 446, & 449
Batkagarh Zamindar's —— ,, ...	442
Benares Zamindar's —— to the Nawab Wazir of Oudh. Amount of —	58
Bhatgaon Zamindar's ——. Amount of —..	438
Bilaigar Zamindar's —— ,, ...	438
Bod Chief's —— ,, ...	301, 323, 340&341
Bonai Chief's —— ,, ...	308, 353 & 355
Chait Singh's agreement for the payment of ——	62
Chait Singh's —— for the Zamindars of Benares and Ghazipur ..	59
Chanda Zamindar's——. Amount of —	439
Chang Bhakar Chief's —— ,, ...	308, 453 & 455
Chappa (Champa) Zamindar's —— ,, ...	438

SUBJECT.		PAGE.
TRIBUTE—*contd.*		
Chhattisgarh Zamindar's —.	Amount of —	438
Chhindwara Zamindar's —	,, ...	442
Chhuri Zamindar's —	,, ...	438
Damona Zamindar's —	,, ...	439
Daspalla Chief's —	,, ...	302&324
Dawalgaon Sonsari Zamindar's —	.. .. ..	439
Dhenkanal Raja's —	,, ...	302, 315 & 325
Dongargarh Zamindar's —	,, ...	438
Dudhwala Zamindar's —	,, ...	439
Gandai Zamindar's	,, ...	438
Gangpur Chief's —	,, ...	308, 354 & 357
Garhjat Chief's —	,, ...	445
Gelgaon Zamindar's —	,, ...	439
Ghot Zamindar's —	,, ...	439
Giwarda Zamindar's —	,, ...	439
Gorakghat Zamindar's —	,, ...	442
Harrakot Zamindar's —	,, ...	442
Hindol Raja's —	,, ...	302, 315 & 326
Jashpur Chief's —	,, ...	397, 454 & 459
Kanker Raja's —	,, ...	397, 398, 445&446
Karound Chief's —	,, ...	311, 359, 360&362
Katangi Zamindar's —	,, ...	438
Kawardha Chief's —	,, ...	399, 445 & 446
Keunjhar Chief's —	,, ...	303, 315, 327&346
Khairagarh Chief's —	,, ...	399&438
Khandpara Chief's —	,, ...	303, 315 & 328
Khutgaon Zamindar's —	,, ...	439
Kodja Zamindar's —	,, ...	439
Kondka Chief's —	,, ...	400, 439, 445&446
Korba Zamindar's —	,, ...	438
Korea Chief's —	,, ...	401, 454 & 465
Korocha Zamindar's —	,, ...	439
Kuji Zamindar's	,, ...	438
Kurai Zamindar's —	,, ...	442
Lapha Zamindar's —	,, ...	438
Leoka Zamindar's —	,, ...	439
Mahip Narayan's agreement for the payment of — for the zamindari of Benares	.. ..	63 & 65
Makrai Raja's —.	Amount of —	402, 445 & 446
Martin Zamindar's —	,, ...	438
Morbhanj Chief's —	,, ...	304, 329 & 348
Muramgaon Zamindar's —	,, ...	439
Muthunghat Zamindar's —	,, ...	442
Nandgaon Chief's —	,, ...	403, 445 & 446
Narra Zamindar's —	,, ...	438

SUBJECT.		PAGE.
TRIBUTE—*concld.*		
Narsinghpur Chief's ——	Amount of	305, 315 & 330
Nayagarh Raja's ——	,, ...	305, 315 & 331
Nilgiri Raja's ——	,, ...	305, 315 & 332
Pachmari Zamindar's —	,, ...	442
Pagara Zamindar's ——	,, ...	442
Pal Lahara Chief's ——	,, ...	306, 333 & 350
Pandariya Zamindar's ——	,, ...	438
Parasgarh Zamindar's ——	,, ...	439
Partabgarh Zamindar's ——	,, ...	442
Patna Chief's ——	,, ...	312, 359, 360&363
Pavi Malsuda Zamindar's ——	,, ...	439
Pendra Zamindar's ——	,, ...	438
Porahat Zamindar's ——	,, ...	372
Raigarh Chief's ——	,, ...	404, 445, 446, 447 & 448
Raigarh *cum* Bargarh Zamindar's ——	,, ...	404, 445 446, 447 & 448
Rairakhol Chief's ——	,, ...	312, 359, 360&364
Rangi Zamindar's ——	,, ...	439
Ranpur Chief's ——	,, ...	306, 315 & 334
Sakti Chief's ——	,, ...	404, 445 & 446
Sarangarh Chief's ——	,, ...	405, 445 & 446
Sarguja Chief's ——	,, ...	406, 454 & 471
Sirsondi Zamindar's ——	,, ...	439
Sohagpur Zamindar's —	,, ...	438
Sona Khan Zamindar's ——	,, ...	438
Sonpur Chief's ——	,, ...	313, 359, 360&365
Suarmar Zamindar's ——	,, ...	438
Talcher Raja's ——	,, ...	306, 315 & 335
Thakur Tola Zamindar's ——	,, ...	438
Tigaria Raja's ——	,, ...	307, 315 & 336
Udaipur Zamindar's ——	,, ...	406, 454, 472&475
Uprora Maharaja's ——	,, ...	438
TULSIRAM, KHAZANCHI, of Rampur— Return of —— to Rampur	.. ..	18
TURAB Ali, SAIYID, of Oudh— Pension from Bahu Begam's Deposit Fund to ——	.. ..	145
U		
UDAIPUR, a Feudatory State in the Central Provinces— Account of the Zamindari of ——	.. .. ..	406

Subject.	Page.
Udaipur, a Feudatory State in the Central Provinces—*concld.*	
Administration. Chief to consult the British authority concerned in all important matters of —	454&475
Administration of justice entrusted to the Chief of ——	454&475
Administration of —— in the hands of the Government of India during the minority of the Chief	406
Allegiance of the Zamindar of ——	473
Bankanwari Rani's pension payable by the Zamindar of —— ..	472
Bindheshwari Prasad Singh Deo granted the zamindari of —— ..	472
Boundaries. Questions relating to — how to be settled	454&475
Chandra Shikhar Prasad Singh Deo's succession to the Raj of ——. Date of his birth	406
Chief declared to be a feudatory of the British Government	454&475
Chief of —— has no right to the minerals in his State	454
Criminals to be surrendered by the Chief of ——	454&475
Dharamjit Singh Deo, Chief of ——	406
Dhiraj Singh's family to be maintained by the Zamindar of —— ..	472
Disputes of —— with other States how to be settled	454&475
Elephants. Right to catch —	454&475
Nazarana rules applicable to ——	406
Pensions payable by the Zamindar of ——	472
Police administration in ——	473
Refugees to be surrendered by the Chief of ——	454&475
Re-grant of the State of —— to Lal Bindheshwari Prasad Singh ..	406
Reward to the Chief of —— for the mutiny services	406
Sanads defining the status, powers, and position of the Chief of —— with reference to the British Government	454&475
Sarguja. —— originally a feudal dependency of —	406
Seoraj Singh's family to be maintained by the Zamindar of —— ..	472
Settlement renewed with the Raja of ——	474
State of —— transferred from Bengal to the Central Provinces ..	367&393
Succession to —— shall not be valid until it has been recognised by the Governor General in Council	454&475
Title (hereditary) of " Raja " conferred on the Chief of —— ..	406
Transit duties not to be levied by the Chief of ——	454&475
Tribute payable by the Chief of ——	454&475
Tribute payable by the Zamindar of ——	406&472
Umda Khanam, of Oudh—	
Pension under Muhammad Ali Shah's Deed of Trust to —— ..	170
Umdi Begam, of Oudh—	
Pension from Bahu Begam's Deposit Fund to ——	147
Umrao Bahu, Nawab, of Oudh—	
Stipend under the 5th Oudh Loan to ——	166
—— **Khanam, Nawab**, of Oudh—	
Stipend under the 5th Oudh Loan to ——	166
Uprora (Oprodah) in Chhatisgarh —	
Sheo Singh, Chief of ——, and tribute payable by him	438

V

Vakil(s)—	
Bamra Chief's engagement regarding the attendance on the British Agent of a ——	360-361
Bastar Raja's engagement regarding the attendance on the British Agent of a ——	449
Garhjat Chief's engagement regarding the attendance on the British Agent of a ——	446

SUBJECT.	PAGE.
VAKIL(S)—*concld.*	
Kanker Chief's engagement regarding the attendance on the British Agent of a ——	446
Karound Chief's engagement regarding the attendance on the British Agent of a ——	360&362
Kawardha Chief's engagement regarding the attendance on the British Agent of a ——	446
Khairagarh Chief's engagement regarding the attendance on the British Agent of a ——	446
Kondka or Chhuikhadan Chief's engagement regarding the attendance on the British Agent of a ——	446
Nagpur Raja's engagement not to maintain —— at foreign Courts ..	426
Nandgaon Chief's engagement regarding the attendance on the British Agent of a ——	446
Patna Chief's engagement regarding the attendance on the British Agent of a ——	360&363
Raigarh *cum* Bargarh Chief's engagement regarding the attendance on the British Agent of a ——	446&448
Rairakhol Chief's engagement regarding the attendance on the British Agent of a ——	360&364
Sakti Chief's engagement regarding the attendance on the British Agent of a ——	446
Sarangarh Chief's engagement regarding the attendance on the British Agent of a ——	446
Sonpur Chief's engagement regarding the attendance on the British Agent of a ——	360&365
W	
WAFATI KHANAM, of Oudh—	
Pension from 6th Oudh Loan to ——	167
WAINGANGA, in the Central Provinces—	
Account of the zamindaris in ——	387 407
Engagements not concluded with Zamindars of —— . ..	387
Gond Raja's tenure of zamindaris in ——	387
Rents paid by Zamindars of —— liable to enhancement	387
WASIKA, AMANAT AND ZAMANAT—	
Meaning of the terms ——	81-82
WAZIR ALI KHAN, of Oudh—	
Mentioned in the Oudh narrative as Mirza Ali	79
Oudh's engagement to pay a stipend to ——	82&119
—— BAHU, NAWAB, of Oudh—	
Pension from 6th Oudh Loan to ——	167
—— KHANAM, NAWAB, of Oudh—	
Stipend under 6th Oudh Loan to ——	166
WELLESLEY, HON'BLE MR.—	
Deputation of the —— to Lucknow	80
X	
Nu	

SUBJECT.	PAGE.
Y	
YAKUB ALI KHAN, of Rampur— Pension to ——	15
YAKUT MIAN, of Oudh— Pension from Bahu Begam's Deposit Fund to ——	145
YUSUF ALI KHAN, NAWAB, of Rampur	3
Z	
ZAINABAD— Sindhia's cession of ——	386
ZAIN-UL-ABDIN KHAN BAHADUR JALAGAT JANG, NAWAB MUJAHID-UD-DAULA SAIF-UL-MULK— Pension under Muhammad Ali Shah's Deed of Trust to —— ..	169
ZAMANAT WASIKA— Meaning of the term ——	82
ZEB-UN-NISA BEGAM, NAWAB, of Oudh— Pension under the 6th Oudh Loan to ——	167
ZINAT-UN-NISA BEGAM, NAWAB, of Oudh— Pension from the 6th Oudh Loan to ——	167
ZULFIKAR MIAN, of Oudh— Pension from Bahu Begam's Deposit Fund to ——	145

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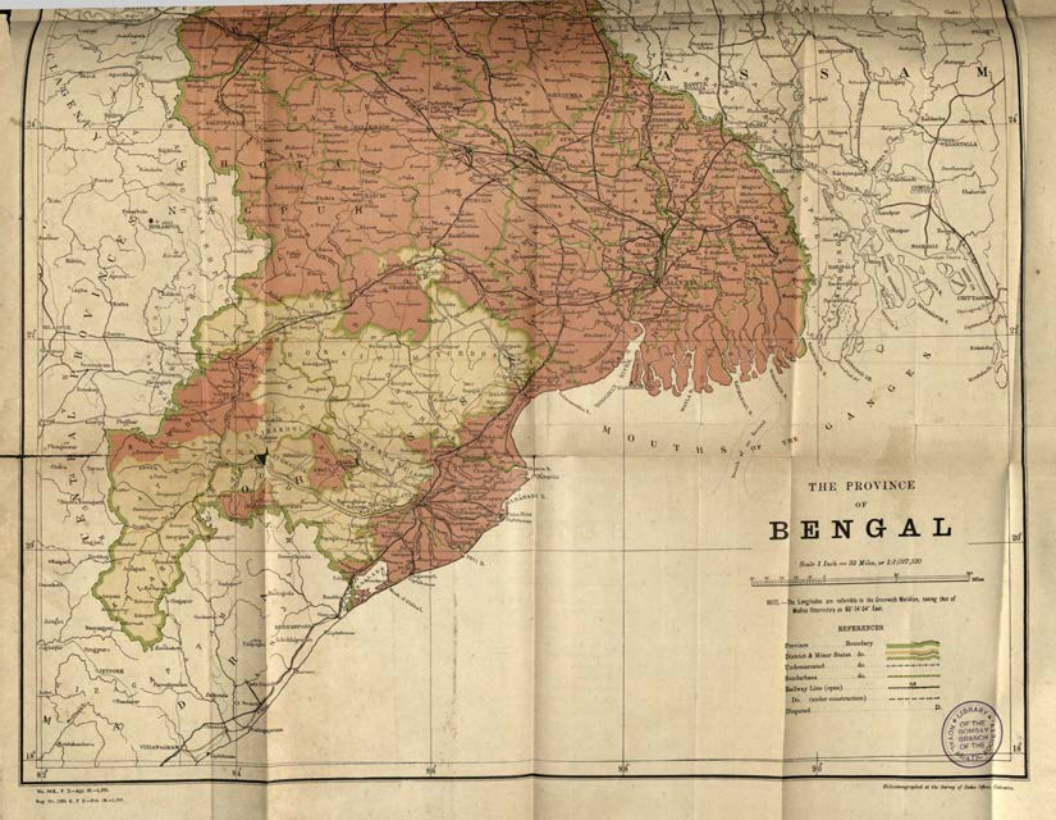
THE PROVINCE
OF
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Scale 1 Inch — 32 Miles, or 1:2,027,520
NOTE.—The Longitudes are referred to the Greenwich Meridian, taking that of Madras Observatory as 80° 14′ 54″ East.
REFERENCES
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Undemarcated do.
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Do. (under construction)
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OF THE
BOMBAY BRANCH
OF THE
R.A.S.

78°
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Map of the
UNITED PROVINCES
Scale 1 Inch = 32 Miles, or nearer.

28°
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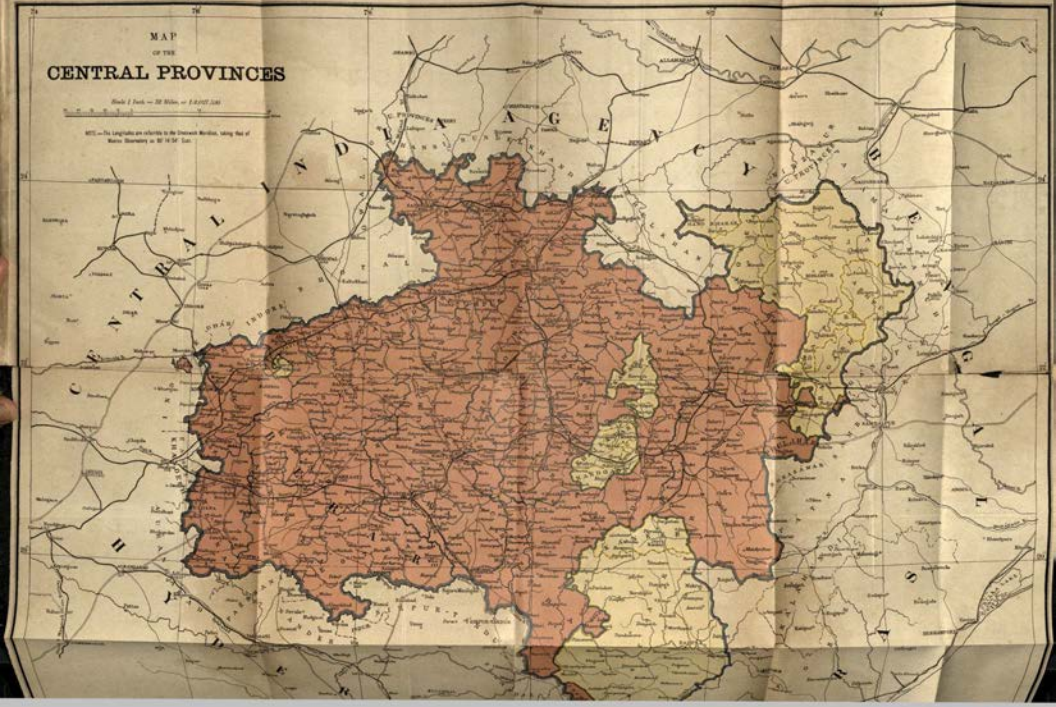
MAP
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CENTRAL INDIA AGENCY
CENTRAL PROVINCES
BERAR
HYDERABAD
BOMBAY

CENTRAL INDIA
HYDERABAD
MADRAS
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Districts do.
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